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OFFICE OF NATIONAL RECOVERY ADMINISTRATION

DIVISION OF REVIEW

THE PRESIDENT'S REEMPLOYMENT AGREEMENT

By

H. Conrad Hoover

WORK MATERIALS # 82

NRA ORGANIZATION STUDIES SECTION
MARCH, 1936

OFFICE OF NATIONAL RECOVERY ADMINISTRATION

DIVISION OF REVIEW

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FORWORD

This study of "The President's Reemployment Agreement" was prepared by Mr. H. Conrad Hoover of the NRA Organization Studies Section, Mr. William W. Pardsley in charge.

The Agreement was entered into by more than two million employers as a step in the reemployment program initiated by the National Industrial Recovery Act. This report treats of the Agreement in considerable detail, including discussion of its development, the problems of its administration, and the organization established by the National Recovery Administration to handle the administrative details. Certain conclusions and recommendations, found in Chapter VII, and Appendix I suggest areas for further research.

In the fall of 1933, a census was taken which showed striking response on the part of industry with respect to an increase in employment and payrolls. Work materials No. 83, "An Analysis of the PRA Census", by Mr. Max Sasuly, sets forth in quantitative terms the extent of this response.

At the back of this report will be found a brief statement of the studies undertaken by the Division of Review.

L. C. Marshall
Director, Division of Review

March 19, 1936

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GENERAL REVIEW

Section 1 of the National Industrial Recovery Act declared the existence of a national emergency productive of widespread unemployment and disorganization of industry. One weapon adopted for combatting this emergency was the President's Reemployment Agreement, widely known as the PRA, which was announced July 20, 1933 as an agreement to be entered into with the President by employers with the primary objectives of increasing employment and at the same time expediting the code making program of the National Recovery Administration. The Agreement was based on Section 4a of the Recovery Act and its provisions dealt mainly with child labor, maximum hours and minimum wages. It did not include any trade practice provisions.

This is a study of the Agreement, including its development and its administration by NRA.

PRA policies were developed and administered by and through the NRA Administrator, various boards and councils and field agencies. The Agreement was entirely voluntary and the only method of enforcing compliance was the withdrawal of an employer's right to use the emblem adopted to symbolize participation in the Agreement - the well-known Blue Eagle.

Taking everything into consideration, the PRA was unquestionably a success and undoubtedly accomplished as much if not more than was expected of it. Nevertheless, it is possible that the earlier and more definite development of policies with respect to the agreement, particularly as to substitutions for certain provisions granted industries and as to exceptions from full compliance with its terms, would have made it even more effective.

In approving the National Industrial Recovery Act, (*) the President of the United States and the 73d Congress declared the existence of a National Emergency of widespread unemployment and disorganization of Industry, which burdened interstate and foreign commerce, affected the public welfare, and undermined the standards of living of the American people. To combat the declared national emergency, the NIRA authorized the President, in addition to other broad powers, to enter into agreements with, and to approve voluntary agreements between and among, persons engaged in a trade or industry, labor organizations, and trade or industrial organizations, associations, or groups, relating to any trade or industry, if in his judgment such agreements would aid in effectuating the policy of this title with respect to transactions in or affecting interstate or foreign commerce, and would be consistent with the requirements of clause (2) of subsection (a) of section 3 for a code of fair competition. (NIRA, Title I, Section 4(a)

Although this report is intended to be limited to a discussion of the President's Reemployment Agreement, its origin, development, provisions, interpretations, rulings, explanations, substitutions, exceptions, policies, administration, results and problems; it should be kept in mind that "The President's Reemployment Program" discussed in Chapter I and the Agreement itself were also instrumental in developing and creating interest in Codes of Fair Competition on the part of the Public and especially employers who later became subject to provisions of approved Codes.

(*) (Public - No. 67-73d Congress (H. R. 5755), approved on June, 16, 1933.

CHAPTER I

THE PRESIDENT'S REEMPLOYMENT PROGRAM

I. ADMINISTRATION FOR INDUSTRIAL RECOVERY

A. ADMINISTRATOR FOR INDUSTRIAL RECOVERY

Pursuant to authority provided in Title I, NIRA, the President, on June 16, 1933, appointed General Hugh Johnson to be the Administrator for Industrial Recovery, and authorized him on July 15, 1933, subject to the general approval of the Special Industrial Recovery Board, to appoint the necessary personnel on a permanent basis, to fix their compensation, and to conduct such hearings and to exercise such other functions as were vested in the President by Title I, NIRA, except the approval of codes, or making agreements, or issuance of licenses, or exercise of powers conferred in Section 3 (e), 6 (c), 8 (b), 9 and 10. (Executive Orders #6173 and #6205-A).

B. SPECIAL INDUSTRIAL RECOVERY BOARD (June 16, 1933 to December 18, 1933)

1. ORIGIN.

Pursuant to authority provided in Title I, NIRA, the President, on June 16, 1933, also appointed a Special Industrial Recovery Board to be composed of the following members: The Secretary of Commerce, Chairman; The Attorney General; the Secretary of the Interior; the Secretary of Agriculture; the Secretary of Labor; the Director of the Budget; the Administrator for Industrial Recovery and the Chairman of the Federal Trade Commission.

2. ACTS PERFORMED PERTAINING TO THE PRA

Acts performed by the Special Industrial Recovery Board pertaining to the PRA were:

(a) Approval of NRA Bulletin #1- "Statement By the President of the United States of America Outlining Policies of the NRA", June 16, 1933.

(b) Voted that arrangements be made for using the 26 District Offices of the Department of Commerce to act as Regional Representatives of NRA. (NRA Release #40, dated July 10, 1933).

(c) Approval of NRA Bulletin #3- "The President's Reemployment Program," July 20, 1933.

(d) Approval of NRA Bulletin #5- "Regulations On Procedure For Local NRA Compliance Boards", September 12, 1933.

(e) Approval of NRA Bulletin #6- "Substituted Wages and Hours Provisions of the PRA", October 14, 1933.

(f) It is also possible that the Special Industrial Recovery Board considered the 21 Basic Interpretations of the PRA, later incorporated in NRA Bulletin #4.

3. DISSOLUTION (CREATION OF THE NATIONAL EMERGENCY COUNCIL).

On December 18, 1933, the President ordered that all members of the Special Industrial Recovery Board, including the Attorney General, the Director of the Budget and the Chairman of the Federal Trade Commission, be designated and included as members of the National Emergency Council, created on November 17, 1933, and that all functions and duties of said Board hereafter be exercised and performed by said Council. (Executive Orders #6513 and #6433-A).

II. THE PLAN AND ITS DEVELOPMENT

In signing the law (National Industrial Recovery Act) on June 16, 1933, the President said:

"The first part of the Act proposes to our industry a great spontaneous cooperation to put millions of men back to their regular jobs this summer. The idea is simply for employers to hire more men to do the existing work by reducing the work hours of each man's week and at the same time paying a living wage for the shorter week.

It is a challenge to industry which has long insisted that, given the right to act in unison, it could do much for the general good which has hitherto been unlawful. From today it has that right. It is not only the slackers within trade groups who may stand in the path of our common purpose. In a sense these groups compete with each other, and no single industry, and no separate cluster of industries, can do this job alone, for exactly the same reason that no single employer can do it alone. In other words, we can imagine such a thing as a slacker industry.

This law is also a challenge to labor. Workers, too, are here given a new charter of rights long sought and hitherto denied. But they know that the first move expected by the Nation is a great cooperation of all employers, by one single mass action, to improve the case of workers on a scale never attempted in any nation. Industries can do this only if they have the support of the whole public and especially of their own workers.

It is, further, a challenge to administration. We are relaxing some of the safeguards of the antitrust laws. The public must be protected against the abuses that led to their enactment, and to this end we are putting in place of old principles of unchecked competition some new Government controls.

Finally, this law is a challenge to our whole people. There is no power in American that can force against the public will such action as we require. But there is no group in America that can withstand the force of an aroused public opinion. This great cooperation can succeed only if those who bravely go forward to restore jobs have agressive public support and those who lag are made to feel the full weight of public disapproval."

In anticipation of Codes of Fair Competition provided for in the Act, and the President's policy to put people back to work, to eliminate starvation wages and to consume the excess capacity of industrial plants resulting from mass production - prices soared far in advance of wages, employment and purchasing power, as people not in business as well as those engaged in a trade or industry began to buy products and store them in warehouses. The raising of wages and shortening of working hours increased costs. Companies, localities and industries were competing for trade and labor. It was necessary to develop a rule or authoritative standard for labor conditions in all industry and all localities at about the same time. All industries were not organized into trade associations. Many applying for codes were not ready to receive them. Intrastate commerce and industry competed with interstate commerce and industry. Immediate action was imperative.

At the outset it was apparent that the process required in approving codes which involved preparation, submission and the holding of hearings was not conducive to immediate action, at least six weeks was required to put a major code through the mill. It was indispensable to do something to avert a new collapse and crash. A shorter method was needed to bridge the time involved in bringing industries under codes. To bridge this gap and to expedite his reemployment program the President offered to enter into an individual agreement with each member of a trade and/or industry which became known as the President's Reemployment Agreement (PRA).

A. DISTRICT OFFICES, DEPARTMENT OF COMMERCE.

On July 10, 1933 the Special Industrial Recovery Board voted that arrangements be made to use the 26 District Offices of the Department of Commerce as regional NRA representatives. NRA was to pay for extra work done by the District Offices on account of services rendered NRA (NRA Release #40).

Managers of the Department of Commerce District Offices were called to Washington on July 11, 1933 by General Johnson for the purpose of determining how they might best cooperate with NRA and to receive instructions by various NRA officials regarding its plans, policies and purposes.

According to liaison circulars addressed to District Offices by L. H. Peebles, Liaison Officer, Bureau District Offices and NRA, the functions of the District Offices relating to the PRA were:

(1) Receive signed PRA's and render daily reports to NRA as to the number received and number of employes covered.

(2) Supply favorable NRA information to the local press, chambers of commerce and other civic bodies.

(3) Submit to NRA all items of colorful publicity.

(4) Issue simultaneously to the press and to post offices. Lists of Blue Eagle employers in metropolitan areas.

(5) Check signed certificates of Compliance with lists of PRA signatories.

(6) Submit to Washington petitions for exceptions under Paragraph #14, PRA.

(7) Furnish NRA with news stories on PRA campaign developments in their local areas, complaints, labor troubles and local NRA editorials.

(8) Cooperate with Local NRA Compliance Boards in an advisory capacity only. In no case were they to issue arbitrary instructions or lay down rules and regulations.

B. THE PRESIDENT'S REEMPLOYMENT EDUCATIONAL CAMPAIGN

1. BUREAU OF PUBLIC RELATIONS

With few exceptions a law such as the NIRA, affecting long established practices, nationwide in extent, cannot be adequately enforced without an aroused and almost unanimous public opinion. Realizing this, General Johnson soon after his appointment as Administrator of the NRA planned a nationwide educational campaign designed to speed the return of prosperity throughtthe expansion of consumer purchasing power in accordance with the principles set forth in the NIRA.

Under the supervision of Mr. Charles S. Horner, director of the newly created Bureau of Public Relations, NRA Public Relations Division, the President's Reemployment Educational Campaign was launched on July 21, 1933, to arouse public interest in the President's Reemployment Program (NRA Release #75). Organization, speakers and press divisions were set up under Messrs. Frank R. Wilson, Louis J. Aber and Robert St. Clair respectively.

The press throughout the country displayed prominently in their columns the aims, plans, information and data furnished by NRA in press releases. The radio was used extensively, speakers Bureaus were organized, shorts were prepared and featured on the screens of motion picutre and legitimate theatres, radio stars and corps of speakers appealed in every possible way to the patriotism of the people to support the President in this Drive in much the same manner as they used in "putting across" the Liberty Loan Drives during the World War.

2. LOCAL NRA COMMITTEES

One of the first acts performed by Mr. Horner as Director of the NRA Bureau of Public Relations was to organize Local NRA Committees. Over the signature of General Johnson telegrams were sent to the President's of Chambers of Commerce or other leading civic organizations in cities 10,000 populations and over, and letters in cases of cities under 10,000 requesting them to take the initiative immediately in organizing campaign committees in their respective communities to be composed of the Mayor, the official heads of the Chamber of Commerce, Clearing House Association, Rotary, Kiwanis, Lions, Retail Merchants',

Federation of Labor, Advertising Club, Federation of Women's Clubs, Welfare societies, Ministerial Association, Real Estate Association, and any other civic organization which in their judgement was representative of any important element in the economic life of each community.

These communications stated that the functions of the committees were to direct a campaign of education and organization which was to be a part of a national movement to speed the return of prosperity through the expansion of consumer purchasing power in accordance with the principles set forth in the NIRA.

According to a report made by Mr. Horner, Local NRA Committees were established in some 6,220 towns and cities and he estimated that there were approximately 1,500,000 volunteer workers in the field working under their supervision.

C. DISTRICT RECOVERY BOARDS

On July 20, 1933, General Johnson and the Special Industrial Recovery Board authorized the creation of one district recovery board of seven members to be appointed by the President for each of the 26 districts of the Department of Commerce, to consider, advise, and report to NRA on the progress of the execution of NIRA, and to pass upon such matters as were referred to them for action by NRA. The membership of each District Recovery Board was to consist of one person prominent in each manufacture, retail trade, wholesale trade, banking, farming, labor, and social service who was willing to volunteer his services without, compensation (NRA Bulletin #3). The local District Managers of the Department of Commerce served as Secretaries to the Boards.

D. STATE RECOVERY BOARDS

On July 20, 1933, General Johnson and the Special Industrial Recovery Board announced the creation for each state of a state Recovery Board of nine members to be appointed by the President. The board was to serve without compensation and it was authorized to select a chairman and secretary from among its own members (NRA Bulletin #3).

The memberships were to be truly representative of commercial. industrial, labor, and civic interests of each state. The State Recovery Boards were to advise and report upon the execution of NIRA in their states and to receive and act upon all matters referred to them by NRA or by their district boards. On August 9, 1933 General Johnson sent a telegram to the governor of each state submitting the names of those drafted by the President to serve as members of the State Board and requesting the governors to organize the Boards and allocate a section of the state to each of the nine members. Meetings of State Recovery Boards were subject to call of the governor. At the first meeting each Board was authorized to decide upon and promulgate its own rules and procedure.

E. STATE RECOVERY COUNCILS

A State Recovery Council was also created by General Johnson and the Special Industrial Recovery Board on July 20, 1933, to be organized by and to serve in cooperation with each State Recovery Board. Upon application to the State Recovery Board by any state labor, manufacturing, trade, civic, social-service or welfare association, organization, or club, the presiding officer thereof was entitled, ex officio, to membership on the State Recovery Council. The function of the council was to recommend to the board any necessary action with regard to the organization presided over by any member of the council, to request the services of the Board and of NRA in any proper matter to the end of perfecting and strengthening any such organization, and to assist to make available to the Administration of NRA the services of any such organization (NRA Bulletin #3).

F. THE PRESIDENT'S REEMPLOYMENT DRIVE

General Johnson on July 22, 1933 announced the appointment of General Thomas S. Hammond, as Executive Director of the President's Reemployment Program, to carry out the Reemployment Program, and to act as liaison between the Administrator and the Public in interperting NRA policies regarding Reemployment Agreements with industries and trades (NRA Release #91).

The President's Reemployment Drive was announced on July 20, 1933 by General Johnson and the Special Industrial Recovery Board to be launched on July 27, 1933 (NRA Bulletin #3 and #4).

1. THE EMPLOYERS' PART

During the three days beginning July 27, 1933, letter carriers delivered at each place of business, where three or more persons were employed, a message from the President, accompanied by a copy of the form for the PRA; a certificate of compliance form, and a return envelop addressed to the district office of the Department of Commerce. Any such employer failing to receive this material by August 29, 1933 could obtain it from his local postmaster. On July 29, 1933 it was announced that employers of fewer than three persons could obtain PRA forms at their local post offices (NRA Release #130).

Because the first distribution of PRA forms through the post offices was limited to businesses employing more than three persons, employers of less than three persons and even the local postmasters were of the opinion that small employers were not expected to cooperate in the President's Reemployment Program. This led to confusion and tended to delay the signing of the Agreements as some postmasters at first refused to furnish PRA forms to small employers who applied for them.

(a) Earning And Securing The Blue Eagle

The Employers' part was to act at once and earn the NRA Blue Eagle Insignia and display at his place of business by taking the following steps:

1. Sign the PRA

2. Shorten the hours of factory workers to 35 hours per week, and of all other employees to 40 hours per week (PRA Paragraphs #2 to #4).

3. Raise wages. (PRA Paragraphs #5 to #7)

4. Refuse to employ Child Labor (PRA Paragraph #1).

5. Cooperate with the President (PRA Paragraphs #8 to #13).

6. Mail the signed Agreement to the District Office of the Department of Commerce in the franked addressed envelope provided.

7. Put the Agreement into effect.

8. Sign the Certificate of Compliance provided.

9. Deliver the signed Certificate of Compliance to the local post office and receive the Blue Eagle, the official NRA insignia awarded to employers cooperating with NRA for display to the Public in order that chy could determine who were or were not cooperating.

(b) Earning And Securing The Blue Eagle in Exceptional Cases

(1) Where a Code Had Been Submitted (Paragraph #13, PRA) --

If a whole trade or industry was unable to live up to the PRA, the employer was instructed to get together at once, with other employers in the trade or industry and, in a group, submit a code of fair competition to NRA. Since it took some time for a code to be approved after its submittal, such groups were permitted to petition NRA to substitute wage and hour provisions of the submitted code for PRA wage and hour provisions. In the event NRA elected to approve such substitutions the employer was allowed to put the substituted provisions into effect and he was instructed to add to his Certificate of Compliance the following clause: "To the extent of NRA consent as announced, we have complied with the PRA by complying with the substituted provisions of the code submitted by the _____Trade/Industry." If a substitution to the PRA was consented to by NRA, after the employer had put the PRA into effect and obtained the Blue Eagle, he was allowed to operate under the substitution without signing another Certificate of Compliance.

(2) Where a Code Had Been Approved --

If a code of fair competition had been approved by the President, which was applicable to the employers' business, he was not required to sign the PRA to obtain the Blue Eagle, but he should sign a Certificate of Compliance, adding to it the following statement: "We have complied with the operative provisions of the Code for the_____Trade/Industry.

(3) Cases Of Individual Hardship --

(See Ch. II, Section 6-N, Paragraph #14, Exceptions, Appendix G Paragraph #14, PRA; Chapter III "PRA Policies - Exceptions To The PRA".)

2. THE EMPLOYEES' PART

The employees' part was to do their best on the job and to cooperate with NRA and employers in peaceful adjustment of differences, and to share with the unemployed the benefits of the program.

3. THE PUBLIC'S PART

The public's part - and especially the part of women (who control the bulk of buying) was to support all those employers and employees who did their parts to put breadwinners back to work. An NRA Consumers' badge of cooperation was printed and awarded to every consumer in the U. S. who cooperated in the President's Reemployment Drive and signed the following statement of cooperation: "I will cooperate in reemployment by supporting and patronizing employers and workers who are members of NRA."

G. PRA POLICY BOARD

A PRA Policy Board was appointed on August 7, 1933 by the Administrator of NRA to (1) correlate the policies pursued in General Hammond's PRA Administrative and Mr. Horner's Educational Campaign, (2) consider and report to the National Recovery Administrator upon petitions for substitutions to the PRA, and (3) to issue all PRA interpretations (See "PRA Policy Board" - PRA Policies, Chapter III.)

CHAPTER II

PRESIDENT'S REEMPLOYMENT AGREEMENT

I. AUTHORITY

Section 4(a), Title I of the National Industrial Recovery Act (Public - No. 67-73d Congress) states:

"The President is authorized to enter into agreements with, and to approve voluntary agreements between and among, persons engaged in a trade or industry, labor organizations, and trade or industrial organizations, associations or groups, relating to any trade or industry, if in his judgment such agreement will aid in effectuating the policy of this title with respect to transactions in or affecting interstate or foreign commerce, and will be consistent with the requirements of clause (2) of subsection (a) of section 3 for a code of fair competition."

II. ORIGIN

"On the night of July 10, the Industrial Advisory Board held a joint meeting with the Labor and Consumer Boards. The subject of discussion was labor provisions of an emergency master blanket code.

Considerable discussion ensued as to the hours and wages that would be equitable under an emergency master blanket code. After several hours discussion in the general meeting it was decided that a sub-committee retire to an adjoining room and consider the matter and report back to the general committee. On this sub-committee were appointed Mr. Gerard Swope and Mr. Alfred P. Sloan, Jr., of the Industrial Advisory Board, Mr. William Green and Dr. Leo Wolman of the Labor Board, and Mrs. Charles C. Rumsey of the Consumers Board.

The sub-committee reported back to the general committee assembled the following suggested provisions:

1. For the emergency period no minors under 16 years of age.

2. Maximum 40 hours for stores, banks and all office employees, public utilities other than transportation (some mention was made of railroad clerks except those having agreements), salesmen, excepting executives and traveling salesmen. Minimum wage - $15.00 per week. Distinction might be made according to the size and locality of the community.

3. Manufacturing industries - 35 hours per week in the 13 week period, with the right to work a maximum of 40 hours in any 4 weeks of that period, and not more than 8 hours of any one day in any one week.

4. Minimum wage for unskilled. At first this was recommended as follows: 45 cents by the Labor Committee; the Industrial Committee thought there should be a distinction between men and women - 40 cents for men and 33 for women. This was later agreed upon by the combined groups as a minimum of 40 cents for every body without distinction as to sex.

Considerable discussion ensued as to certain phases of the recommendations of the sub-committee, particularly (a) on the economic necessity of some distinction in wages as between male and female labor, (b) some mention as to the necessity of regional differences, and (c) certain discussion bearing on the need of reasonable time to rearrange schedules.

Following these general discussions the provisions as outlined above were finally found to be acceptable to all of the Boards.

On the question as to whether or not the so-called 'blanket code' with its attendant plan of campaign as it had been outlined by General Johnson at the morning session should be superimposed, some members both of the Industrial Advisory Board and the Labor Board expressed doubts as to whether this treatment was advisable. However, it was the consensus of opinion that while our Board did not indorse the plan (as it was our understanding that the General had not requested from the Boards any definite recommendation on this particular feature), if the Recovery Administration decided to go ahead and put it into effect they pledged their full cooperation in an effort to make it a success."*

From the above and consultation with various NRA officials it appears that General Johnson developed most of the provisions of the PRA. Collaborating with General Johnson in this task were Secretary of Labor Perkins, Secretary of Commerce Roper, Attorney General Cummings and possibly other members of the President's Cabinet in addition to Messrs. Gerard Swope, Alfred P. Sloan, Jr., William Green, Dr. Leo Wolman, Mrs. Charles C. Rumsey, Donald Richberg, and Alvin Brown.

In a radio address of July 24, 1933, the President said, "This Blanket agreement carries the unanimous approval of the three Boards which I have appointed to advise in this, Boards representing the great leaders in Labor, in Industry, and in Social Service."

III. NATURE

The President's Reemployment Agreement was a voluntary agreement. There was no <u>force</u> used, unless public opinion and patriotism might be considered as such, to compel anyone to sign the agreement. It was not <u>Law</u> and no one was subject to its provisions unless they had signed.

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* Industrial Advisory Board minutes of a joint meeting of the Industrial, Labor, and Consumer Advisory Boards, and General Johnson, July 10, 1933.

It was a personal agreement between the signer and the President to shorten hours of employment and raise wages, and by so doing to cooperate in a nation-wide program to raise wages, create and spread employment and thus increase and spread purchasing power. It has been generally held by the courts to be enforceable by an employee as a third party beneficiary.

IV. PURPOSE

A. TO BRIDGE TIME NEEDED TO BRING MEMBERS OF TRADES AND INDUSTRIES UNDER CODES OF FAIR COMPETITION

At the outset it was apparent that the process required in approving codes, authorized in Section 3 of the Act, which involved preparation, submission and the holding of hearings was not conducive to immediate action. At least six weeks were required to put a major code through the mill. To avert a new collapse and crash in trades and industries, it was imperative that a shorter plan be evolved. A preliminary step in the plan for industrial self-government was necessary.

B. TO ELIMINATE CHILD LABOR

Widespread cut-throat competition with its resulting low prices caused manufacturers and those engaged in the trades to cut their costs to the lowest possible minimum. One method of lowering costs was the use of child labor.

C. TO SPREAD PURCHASING POWER

By spreading employment, reducing working hours, raising the general level of wages. Increasing unemployment, cutting wages and greatly increasing the working hours of those still working drastically curtailed purchasing power.

D. TO CREATE PUBLIC OPINION

With few exceptions a law as broad as the National Industrial Recovery Act, affecting long established practices, nationwide in extent, cannot be adequately enforced without an aroused and almost unanimous public opinion.

E. TO RELIEVE UNFAIR COMPETITION BETWEEN PURELY INTRASTATE AND INTERSTATE ENTERPRISE

Inasmuch as the provisions of the Act limited enforcement of its provisions to businesses engaged in or affecting interstate commerce, the problem of fitting purely intrastate business into the President's Emergency Reemployment Program became one of paramount importance. The members of trades and/or industries engaged purely in intrastate commerce were free to do more or less as they pleased unless state legislatures amended state laws to conform to the National Industrial Recovery Act.

F. TO DETERMINE PROBLEMS OF TRADES AND/OR INDUSTRIES

By establishing a general rule and applying minimum wages and maximum hours to all trades and industries, the Administration, through requests for exceptions accompanied by data to substantiate great and unavoidable hardship, was able to determine the specific problems peculiar to an individual trade or industry.

G. TO DEVELOP A RULE OR STANDARD FOR LABOR CONDITIONS IN ALL TRADES AND INDUSTRIES IN ALL LOCALITIES AT ABOUT THE SAME TIME

The code process required too much time to do this.

H. TO PREPARE MEMBERS OF TRADES AND INDUSTRIES FOR CODES

The provisions of early codes submitted by trades and industries for approval indicated that they were not yet ready to accept the more or less drastic changes required to fulfill the aims of the President's Reemployment Agreement. A large number of trades and industries did not have as well organized trade associations as had been presupposed.

I. TO PERSUDE, INDIRECLY, INDUSTRIES TO SUBMIT CODES OF FAIR COMPETITION

Paragraph No. 11, PRA states: "To cooperate to the fullest extent in having a code of fair competition submitted by his industry at the earliest possible date and in any event before September 1, 1933." Paragraph No. 13, PRA states: "This agreement shall cease....if the NRA so elects, upon submission of a code to which the undersigned is subject and substitution of any of its provisions for any of the terms of this agreement." The wage and hour provisions of the PRA were more drastic than was contemplated for the codes. Relief lay in the submission of codes, which enabled NRA to determine the problems peculiar to a particular industry or trade.

J. TO EASE COMPETITIVE INEQUALITIES BETWEEN CODIFIED AND UNCOFIFIED INDUSTRIES

Unless something were done to persuade all trade and industries to operate under certain minimum wages and maximum hours at approximately the same time, those required to operate under the provisions of approved codes would be placed at a competitive disadvantage, because the wage and hour provisions of the codes tended to increase their costs.

V. PROVISIONS OF THE PRESIDENT'S REEMPLOYMENT AGREEMENT:

The provision of the agreement in full, as originally announced, follows:

"During the period of the President's emergency reemployment drive, that is to say, from August 1 to December 31, 1933, or to any earlier date of approval of a Code of Fair Competition to which he is subject, the undersigned hereby agrees with the President as follows:

(1) After August 31, 1933, not to employ any person under 16 years of age, except that persons between 14 and 16 may be employed

(but not in manufacturing or mechanical industries) for not to exceed 3 hours per day and those hours between 7 a.m. and 7 p.m. in such work as will not interfere with hours of day school.

(2) Not to work any accounting, clerical, banking, office, service, or sales employees (except outside salesmen) in any store, office, department, establishment, or public utility, or on any automotive or horse-drawn passenger, express, delivery, or freight service, or in any other place or manner, for more than 40 hours in any 1 week and not to reduce the hours of any store or service operation to below 52 hours in any 1 week, unless such hours were less than 52 hours per week before July 1, 1933, and in the latter case not to reduce such hours at all.

(3) Not to employ any factory or mechanical worker or artisan more than a maximum week of 35 hours until December 31, 1933, but with the right to work a maximum week of 40 hours for any 3 weeks within this period; and not to employ any worker more than 8 hours in any day.

(4) The maximum hours fixed in the foregoing paragraphs (2) and (3) shall not apply to employees in establishments employing not more than two persons in towns of less than 2,500 population which towns are not part of a larger trade area; nor to registered pharmacists or other professional persons employed in their profession; nor to employees in a managerial or executive capacity, who now receive more than $35 per week; nor to employees on emergency maintenance and repair work; nor to very special cases where restrictions of hours of highly skilled workers on continuous processes would unavoidably reduce production but, in any such special case, at least time and one third shall be paid for hours worked in excess of the maximum. Population for the purposes of this agreement shall be determined by reference to the 1930 Federal census.

(5) Not to pay any of the classes of employees mentioned in paragraph (2) less than $15 per week in any city of over 500,000 population, or in the immediate trade area of such city; nor less than $14.50 per week in any city of between 250,000 and 500,000 population, or in the immediate trade area of such city; nor less than $14 per week in any city of between 250,000 and 500,000 population, or in the immediate trade area of such city; and in towns of less than 2,500 population to increase all wages by not less than 20 percent, provided that this shall not require wages in excess of $12 per week.

(6) Not to pay any employee of the classes mentioned in paragraph (5) less than 40 cents per hour unless the hourly rate for the same class of work on July 15, 1929, was less than 40 cents per hour, in which latter case not to pay less than the hourly rate on July 15, 1929, and in no event less than 30 cents per hour. It is agreed that this paragraph establishes a guaranteed minimum rate of pay regardless of whether the employee is compensated on the basis of a time rate or on a piecework performance.

(7) Not to reduce the compensation for employment now in excess of the minimum wages hereby agreed to (notwithstanding that the hours worked such employment may be hereby reduced) and to increase the pay for

such employment by an equitable readjustment of all pay schedules.

(8) Not to use any subterfuge to frustrate the spirit and intent of this agreement which is, among other things, to increase employment by a universal covenant, to remove obstruction to commerce, and to shorten hours and to raise wages for the shorter week to a living basis.

(9) Not to increase the price of any merchandise sold after the date hereof over the price on July 1, 1933, by more than is made necessary by actual increases in production, replacement, or invoice costs of merchandise, or by taxes or other costs resulting from action taken pursuant to the Agricultural Adjustment Act, since July 1, 1933, and, in setting such price increases, to give full weight to probable increases in sales volume and to refrain from taking profiteering advantage of the consuming public.

(10) To support and patronize establishments which also have signed this agreement and are listed as members of N. R. A. (National Recovery Administration).

(11) To cooperate to the fullest extent in having a Code of Fair Competition submitted by his industry at the earliest possible date, and in any event before September 1, 1933.

(12) Where, before June 16, 1933, the undersigned had contracted to purchase goods at a fixed price for delivery during the period of this agreement, the undersigned will make an appropriate adjustment of said fixed price to meet any increase in cost caused by the seller having signed this President's Reemployment Agreement or having become bound by any Code of Fair Competition approved by the President.

(13) This agreement shall cease upon approval by the President of a code to which the undersigned is subject; or, if the N.R.A. so elects, upon submission of a code to which the undersigned is subject and substitution of any of its provisions for any of the terms of this agreement.

(14) It is agreed that any person who wishes to do his part in the President's reemployment drive by signing this agreement, but who asserts that some particular provision hereof, because of peculiar circumstances, will create great and unavoidable hardship, may obtain the benefits hereof by signing this agreement and putting it into effect and then, in a petition approved by a representative trade association of his industry, or other representative organization designated by N.R.A., may apply for a stay of such provision pending a summary investigation by N.R.A., if he agrees in such application to abide by the decision of such investigation. This agreement is entered into pursuant to section 4(a) of the National Industrial Recovery Act and subject to all the terms and conditions required by sections 7(a) and 10(b) of that act.

Dated . . . . . , 1933.

(Sign here) . . . . . .
(name)

. . . . . .
(Official position)

. . . . . .
(Firm and corporation name)

. . . . . .
(Industry or trade)

. . . . . .
(Number of employees at the date of signing)

. . . . . .
(Street)

. . . . . .
(Town or city) (State) " *

VI. EXPLANATIONS AND INTERPRETATIONS OF THE AGREEMENT

A. PARAGRAPH #1, CHILD LABOR

(1) After August 31, 1933, not to employ any person under 16 years of age, except that persons between 14 and 16 may be employed (but not in manufacturing or mechanical industries) for not to exceed 3 hours per day and those hours between 7 a.m. and 7 p.m. in such work as will not interfere with hours of day school.**

B. PARAGRAPH #2, HOURS APPLICABLE TO NON-INDUSTRIAL WORKERS AND STORE OR SERVICE OPERATIONS

(2) Not to work any accounting, clerical, banking, office, service, or sales employees (except outside salesmen) in any store, office, department, establishment, or public utility, or on any automotive or horse-drawn passenger, express, delivery,

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(*) In discussing below the provisions of the Agreement, they are first presented in their original form, followed by a summary of the provisions, explanations and interpretations in which references are made to an elaborate compilation of all available interpretations, explanations, instructions and rulings regarding the agreement which will be found in the appendix.

(**) OFFICIAL EXPLANATION - See "Paragraph #1, PRA," Appendix "G".

or freight service, or in any other place or manner, for more than 40 hours in any 1 week and not to reduce the hours of any store or service operation to below 52 hours in any 1 week, unless such hours were less than 52 hours per week before July 1, 1933, and in the latter case not to reduce such hours at all.

I. OFFICIAL EXPLANATIONS - See "Paragraph #2, PRA", Appendix "G"

2. EMPLOYMENT INCLUDED IN PARAGRAPH #2 (NON-INDUSTRIAL WORKERS)

"Barbers, beauty parlor operators and employees, dish washers, drivers, deliverymen, elevator operators, janitors, watchmen, porters, restaurant workers, filling station operators." (Basic Interpretation #12, General Johnson, NRA Bulletin #4) Maintenance forces including charwomen, window cleaners, etc. (Basic Interpretation #18, General Johnson, NRA Bulletin #4) Shoe shine employees, potato inspectors in the city or in warehouse, private dectives receiving not more than $35 per week employed by a private agency, caddies employed by golf clubs, cemetery workers, non-agricultural employees of horse dealers.

3. EMPLOYMENT NOT INTENDED TO BE COVERED BY PRA - See Appendix "G" and "Professional Occupations" Appendix "G".

4. EXEMPTIONS FROM MAXIMUM HOUR PROVISIONS

(a) Paragraph #4, PRA, Section "D", infra.

(b) Calendar Year-End Inventories

"Any employer subject to the PRA may employ any employee, during two consecutive weeks after the date hereof (December 16, 1933), any number of hours necessary to complete such inventory, provided each employee so employed is paid at least time and one-half for all hours worked in excess of the maximum hours per day or week specified for such employee by the PRA or approved substitution." (National Compliance Board, December 16, 1933)

(c) Fiscal Year-End Inventories

By unanimous vote, the Board (National Compliance Board) instructed the Compliance Division to grant to petitioners whose fiscal year-ends occur between now (January 9, 1934) and May 1, 1934, exceptions allowing them to work their employees in accordance with the provisions of the blanket exceptions from the PRA. (National Compliance Board, January 9, 1934)

5. MINIMUM WAGES APPLICABLE TO PARAGRAPH #2, PRA EMPLOYEES - See "Paragraph #5, PRA", Section "E" infra.

6. STORE OR SERVICE OPERATIONS

"The hours of any store or service operation may be reduced below the minimum specified in Paragraph #2, PRA, if the reduction is in accordance with a practice of seasonal reduction of hours and does not result in reduction of the weekly pay of employees."

(Basic Interpretation #8, General Johnson, NRA Bulletin #4)

"The Agreement imposes no limitation on the maximum hours of operation of a store or service." (Basic Interpretation #11, General Johnson, NRA Bulletin #4)

C. PARAGRAPH #3, MAXIMUM HOURS APPLICABLE TO INDUSTRIAL WORKERS (FACTORY OR MECHANICAL WORKER OR ARTISAN)

"(3) Not to employ any factory or mechanical worker or artisan more than a maximum week of 35 hours until December 31, 1933, but with the right to work a maximum week of 40 hours for any 6 weeks within this period; and not to employ any worker more than 8 hours in any 1 day."

1. OFFICIAL EXPLANATIONS - See "Paragraph #3, PRA", Appendix "C".

2. MODIFICATION OF PARAGRAPH 3

For the purpose of encouraging employers to sign, the President on October 3, 1933 modified paragraph #3 of the Agreement to read as follows:

"Not to employ any factory or mechanical worker or artisan more than a maximum week of 35 hours until December 31, 1933; and not to employ any worker more than 8 hours in any 1 day." (Executive Order #6304)

3. EFFECT OF MODIFICATION OF PARAGRAPH 3 ON SIGNERS OF PRA

"Signators of the PRA prior to October 1, 1933, ought to be allowed to employ employees under paragraph 3 of the PRA (permitting 40 hours work per week where necessary) a total of six weeks from the dates of their signatures of the PRA to the effective dates of codes for their industries, and that those who signed subsequent to October 1, 1933, should be restricted to the 35 hour week." (National Compliance Board, May 17, 1934)

4. EMPLOYMENTS NOT INTENDED TO BE COVERED BY PRA - See Appendix "G" and "Professional Occupations", Appendix "G".

5. EXEMPTIONS FROM MAXIMUM HOUR PROVISONS

(a) Paragraph #4, PRA, - See "D" infra.

(b) Calendar Year-End Inventories - See "Paragraph #2, PRA", "B" supra.

(c) Fiscal Year-End Inventories - See "Paragraph #2, PRA", "B" supra.

6. EXTENSIONS OF THE PRA - See Executive Orders #6515, December 19, 1933 and #6678, April 14, 1934

7. MINIMUM WAGES APPLICABLE TO PARAGRAPH #3 EMPLOYEES - See "Paragraph #6, PRA", "F" infra.

D. PARAGRAPH #4, EMPLOYERS EXEMPTED FROM MAXIMUM HOUR PROVISIONS

"(4) The maximum hours fixed in the foregoing paragraphs (2) and (3) shall not apply to employees in establishments employing not more than two persons in towns of less than 2,500 population which towns are not part of a larger trade area; nor to registered pharmacists or other professional persons employed in their profession; nor to employees in a managerial or executive capacity, who now receive more than $35 per week; nor to employees on emergency maintenance and repair work; nor to very special cases where restrictions of hours of highly skilled workers on continuous processes would unavoidably reduce production but, in any such special case, at least time and one third shall be paid for hours worked in excess of the maximum. Population for the purposes of this agreement shall be determined by reference to the 1930 Federal census."

1. OFFICIAL EXPLANATION - See "Paragraph #4, PRA", Appendix "G".

2. EMPLOYMENT NOT INTENDED TO BE COVERED BY PRA - See Appendix "G" and "Professional Occupations", Appendix "G".

3. EMERGENCY MAINTENANCE AND REPAIR WORK -

"Hours worked in excess of the maximum by employees on emergency maintenance or repair work shall be paid at the rate of time and one third." (Basic Interpretation #7, General Johnson, NRA Bulletin #4)

4. EXECUTIVES AND MANAGERS

"In the PRA it is provided that the maximum hours shall not apply 'to employees in a managerial or executive capacity who now receive more than $35.00 per week.' There are provisions in various codes excepting from the limitation upon hours of those described as 'managers' or 'executives' and complaint has been received that in many instances employees are classified as 'managers' or 'executives' either for the purpose, or with the result, of exempting them from limitations upon hours. It has not been the intention of the administration in approving such exceptions to provide for the exemption of any persons other than those who exercise real managerial or executive authority, which persons are invested with the responsibilities entirely different from those of the wage earner and come within the class of the higher salaried employees. It will be presumed that no employee receiving less than $35.00 per week will be classified as a 'manager' or 'executive' so as to be exempt from any provision of any code regulating the maximum hours of work permitted in a trade of industry." (General Johnson, October 13, 1933, release #1178)

5. EXEMPTIONS FROM MAXIMUM HOUR PROVISIONS

(a) Calendar Year-End Inventories - See "Paragraph #2, PRA", "B" supra.

(b) Fiscal Year-End Inventories - See "Paragraph #2, PRA", "B" supra.

(c) Managers or Executives Receiving More than $35 Per Week

"The maximum hours fixed in paragraphs #2 and #3, PRA do not apply to an employee receiving more than $35 per week and who is acting primarily, although not wholly, in a managerial or executive capacity." (Basic Interpretation #15, General Johnson, NRA Bulletin #4)

(d) Professional Persons

"The following are included among professional persons within the meaning of paragraph #4, PRA: Newspaper reporters, editorial writers, rewrite men and other members of editorial staffs, internes, nurses, hospital technicians, research technicians." (Basic Interpretation #19, General Johnson, NRA Bulletin #4)

(e) Towns Of Less Than 2500 Population.

Certain employers in towns of less than 2500 population--See Executive Order #6354, #6710 and Administrative Order #X-72.

(f) Owner-operated Stores - See Appendix "G"

E. PARAGRAPH #5, MINIMUM WAGES APPLICABLE TO NON-INDUSTRIAL WORKERS (PARAGRAPH #2, EMPLOYES)

"(5) Not to pay any of the classes of employees mentioned in paragraph (2) less than $15 per week in any city or over 500,000 population, or in the immediate trade area of such city; nor less than $14.50 per week in any city of between 250,000 and 500,000 population, or in the immediate trade area of such city; nor less than $14 per week in any city of between 2,500 and 250,000 population, or in the immediate trade area of such city; and in towns of less than 2,500 population to increase all wages by not less than 20 percent, provided that this shall not require wages in excess of $12 per week."

1. OFFICIAL EXPLANATIONS - See "Paragraph #5, PRA", Appendix "G".

2. EMPLOYMENTS TO WHICH PARAGRAPH #5, PRA MINIMUM WAGE PROVISIONS ARE APPLICABLE - See "Paragraph #2", "B" supra.

3. EMPLOYMENTS NOT INTENDED TO BE COVERED BY PRA - See Appendix "G", and "Professional Occupations", Appendix "G".

4. EXCEPTIONS TO AND EXEMPTIONS FROM PRA MINIMUM WAGE PROVISONS - See "Paragraph #4, PRA - 'Emergency Maintenance and Repair Work' and 'Exemptions from Maximum Hour Provisions', "D" supra; also see 'Apprentices', Part-time employees', Substitutions, and General Explanations etc., Appendix "G".

5. IMMEDIATE TRADE AREA -

"Immediate Trade Area is the area in which there is direct retail competition. In case of question, the decision shall be made by the local chamber of commerce or similar organization subject to review by the State Recovery Board." (Basic Interpretation #13, General Johnson, NRA Bulletin #4)

F. PARAGRAPH #6, MINIMUM WAGES APPLICABLE TO INDUSTRIAL WORKERS (PARAGRAPH #3, EMPLOYEES)

"(6) Not to pay any employee of the classes mentioned in paragraph (3) less than 40 cents per hour unless the hourly rate for the same class of work on July 15, 1929, was less than 40 cents per hour; in which latter case not to pay less than the hourly rate on July 15, 1929, and in no event less than 30 cents per hour. It is agreed that this paragraph establishes a guaranteed minimum rate of pay regardless of whether the employee is compensated on the basis of a time rate or on a piecework performance."

1. OFFICIAL EXPLANATION - See "Paragraph #6, PRA", Appendix "G".

2. EMPLOYMENTS TO WHICH PARAGRAPH #6, PRA MINIMUM WAGE PROVISIONS ARE APPLICABLE - See "Paragraph #3", "B" supra.

3. EMPLOYMENTS NOT INTENDED TO BE COVERED BY PRA - See Appendix "G" and "Professional Occupations", Appendix "G".

4. EXCEPTIONS TO AND EXEMPTIONS FROM PRA MINIMUM WAGE PROVISIONS - See "Paragraph #4, PRA - 'Emergency Maintenance and Repair work' and 'Exemptions from Maximum Hour Provisions', "D" supra, also see 'Apprentices', 'Part-time employees', Substitutions and General Explanations etc. Appendix "G".

5. HOURLY RATE - See "Earnings", Appendix "G".

G. PARAGRAPH #7, COMPENSATION FOR EMPLOYMENT

"(7) Not to reduce the compensation for employment now in excess of the minimum wages hereby agreed to (notwithstanding that the hours worked in such employment may be hereby reduced) and to increase the pay for such employment by an equitable readjustment of all pay schedules."

1. OFFICIAL EXPLANATION AND BASIC INTERPRETATIONS - See "Paragraph #7, PRA", Appendix "G".

2. PRESERVATION OF WAGE DIFFERENTIALS

"Question: We have been asked whether Paragraph #7, PRA requires an increase in wages all along the line above the minimum, entirely apart from shortening of hours. In other words, the question is asked whether Paragraph #7, PRA requires a preservation, in some degree at least, of wage differentials all the way up." (F. S. Pollak, October 18, 1933) "Answer: Implication is that higher wages should be adjusted by collective bargaining if possible to be in line with increase in minimums." (D. R. Richberg, October 18, 1933)

3. PROBLEMS

Many problems arose as a result of Paragraph #7, PRA in spite of Basic Interpretations #1, #20 and #21, incorporated in NRA Bulletin #4. Some idea of the resulting confusion was indicated in the following excerpt from the minutes of a meeting of the Industrial Advisory Board held August 3, 1933:

> "The blanket code, as finally presented, contained several additions which had never been submitted to the Advisory Boards and that some of the present confusion is due to the insertion of these paragraphs. This was especially true as to Paragraph #7, and it was stated that no member of the Board knew anything about this paragraph."

Further indications of the confusion resulting from Paragraph #7, PRA will be found in the NRA Legal Division (Franklin S. Pollak) memorandum dated August 7, 1933, incorporated in the Appendix.

H. PARAGRAPH #8, ANTISUBTERFUGE

> "Not to use any subterfuge to frustrate the spirit and intent of this agreement which is, among other things, to increase employment by a universal covenant, to remove obstructions to commerce, and to shorten hours and to raise wages for the shorter week to a living basis."

1. OFFICIAL EXPLANATION - See "Paragraph #8, PRA", Appendix "C".

I. PARAGRAPH #9, ANTIPROFITEERING

> "(9) Not to increase the price of any merchandise sold after the date hereof over the price on July 1, 1933, by more than is made necessary by actual increases in production, replacement, or invoice costs of merchandise, or by taxes or other costs resulting from action taken pursuant to the Agricultural Adjustment Act, since July 1, 1933, and, in setting such price increases, to give full weight to probable increases in sales volume and to refrain from taking profiteering advantage of the consuming public."

1. OFFICIAL EXPLANATIONS - See "Paragraph #9, Appendix "G."

2. PRICES

"where the July 1, 1933, price was a distress price, the employer signing the agreement may take his cost price on that date as the base for such increase in selling price as is permitted by Paragraph #9." (Basic Interpretation #5, General Johnson, NRA Bulletin #4)

J. PARAGRAPH #10, COOPERATION

"(10) To support and patronize establishments which also have signed this agreement and are listed as members of N.R.A. (National Recovery Administration)."

1. OFFICIAL EXPLANATION - See "Paragraph #10, PRA," Appendix "G."

K. PARAGRAPH #11, CODES

"(11) To cooperate to the fullest extent in having a code of fair competition submitted by his industry at the earliest possible date, and in any event before September 1, 1933."

1. OFFICIAL EXPLANATION - See Paragraph #11, PRA," Appendix "G."

L. PARAGRAPH #12, APPROPRIATE ADJUSTMENTS

"(12) Where, before June 16, 1933, the undersigned had contracted to purchase goods at a fixed price for delivery during the period of this agreement, the undersigned will make an appropriate adjustment of said fixed price to meet any increase in cost caused by the seller having signed this President's Reemployment Agreement or having become bound by any code of fair competition approved by the President."

1. OFFICIAL EXPLANATION - See "Paragraph #12, PRA," Appendix "G."

2. RELIEF TO GOVERNMENT CONTRACTORS

Relief to government contractors, in the event costs of performance of such contracts were increased as a result of compliance with the PRA and codes of fair competition, was provided by the 73rd Congress and the President. See "Public Act #369, Appendix "H."

M. PARAGRAPH #13, TERMINATION OF AND SUBSTITUTIONS TO THE PRA

"(13) This agreement shall cease upon approval by the President of a code to which the undersigned is subject; of, if the N.R.A. so elects, upon submission of a code to which the undersigned is subject and substitution of any of its provisions for any of the terms of this agreement."

1. OFFICIAL EXPLANATION - See "Paragraph #13, PRA," Appendix "G."

2. EFFECT OF APPROVAL OF A CODE UPON CONTINUATION OF THE PRA

(a) "Members of a trade or industry operating under the PRA, or approved substituted provisions, at the time of approval of a permanent code by the President may continue operating under the PRA or approved substitution until the effective date of the code, or may begin operating under the wage and hour provisions of the code at any time between the date of approval by the President and the effective date." (General Johnson, October 25, 1933)

(b) "It is the opinion of the Legal Division, NRA, that the PRA does not cease until the signatory to the PRA is bound by the provisions of a code which has become effective." (Stanley S. Surrey, February 7, 1934)

(c) "A non-signatory of the PRA ought to sign the PRA before he may elect as to whether or not he will abide by the PRA or by the code during the period between approval and effective date of the code for his industry." (National Compliance Board, February 17, 1934)

(d) "In cases where a code exempts a person from its provisions with respect to certain of his operations, then there is no code to which he is subject with respect to those operations and the signatory of PRA should be required to comply with such provisions of the PRA as relate to those operations." (National Compliance Board, February 16, 1934). Also see Chapter III, Section VIII, "PRA Policies - Substitutions To the PRA,"

N. PARAGRAPH #14, EXCEPTIONS

"(14) It is agreed that any person who wishes to do his part in the President's reemployment drive by signing this agreement, but who asserts that some particular provision hereof, because of peculiar circumstances, will create great and unavoidable hardship, may obtain the benefits hereof by signing this agreement and putting it into effect and then, in a petition approved by a representative trade association of his industry, or other representative organization designated by N.R.A., may apply for a stay of such provision pending a summary investigation by N.R.A., if he agrees in such application to abide by the decision of such investigation. This Agreement is entered into pursuant to Section 4(a) of the National Industrial Recovery Act and subject to all the terms and conditions required by Sections 7(a) and 10(b) of that Act.

I. OFFICIAL EXPLANATIONS AND BASIC INTERPRETATIONS -- See "Paragraph #14, PRA," Appendix "G" also see Chapter III, Section X, "PRA Policies - Exceptions To The PRA."

VII DURATION OF THE AGREEMENT.

A. ORIGINAL AGREEMENT (August 1, 1933 -- December 31, 1933) Signatories to the President's Reemployment Agreement agreed with the President to comply with its provisions (1) during the period of the President's Emergency Reemployment Drive, August 1, 1933 to December 31, 1933 (opening paragraph of the Agreement) or (2) until approval by the President of a code of fair competition to which the signatory was subject (paragraph 13, PRA) or (3) if the NRA so elects, upon submission of a code to which the signatory was subject and substitution of any of its provisions for any of the terms of the Agreement (paragraph 13, PRA).

The Legal Division, NRA, on February 7, 1934, interpreted the phrase "approval by the President of a code to which the undersigned is subject" to mean that the provisions of the code must be binding upon the signatory to the PRA before he is released from the obligations of the Agreement. Therefore, the PRA does not cease in such cases until the signatory to the PRA is bound by the provisions of a code which has become effective. (See Paragraph #13, Termination of and Substitutions To The PRA," p. 31).

As mentioned the President's Agreement was a temporary measure to tide over the time until all employers and employees could cooperate under codes of fair competition. A signatory to the PRA agreed to cooperate to the fullest extent in having a code submitted by his industry at the earliest possible date, and in any event before September 1, 1933 (paragraph 11, PRA). By limiting the original Agreement to December 31, 1933, the Administration evidently hoped to have all employers operating under codes by that date. This proved to be impossible so the President offered to extend the Agreement.

B. FIRST EXTENSION (January 1, 1934 to April 30, 1934)

On December 19, 1933, the President offered to extend the Agreement as follows,

> "I hereby offer to enter into the President's Reemployment Agreement with every employer, insofar as he is not covered by an approved code of fair competition, for a further period of 4 months from January 1, 1934, to April 30, 1934, or to any earlier date of approval of a code of fair competition to which he is subject." (Executive Order #6515)

Executive Order #6515 specified further that,

> "all substitutions and exemptions approved, and all exceptions granted to particular employers, before January 1, 1934, will apply to the President's Reemployment Agreement as so extended"

and,

> "Employers who shall have already signed the President's Reemployment Agreement before January 1, 1934, may accept this offer of extension by display of the Blue Eagle on or after January 1, 1934. Employers who shall not have signed the President's Reemployment Agreement before January 1, 1934, may accept this offer of extension by signing the President's Reemployment Agreement."

C. SECOND AND FINAL EXTENSION (May 1, 1935 to the date the signatory became subject to an approved code of fair competition)

On April 14, 1934, the President again offered to extend the PRA as follows:

> "I hereby offer to enter into the President's Reemployment Agreement with the head of every business establishment as to any part of his business not subject to an approved code of fair competition, for a further period beginning May 1, 1934, and ending when that part of his business becomes subject to an approved code of fair competition." (Executive Order #6678-A)

Executive Order #6678-A specified further that,

> "all substitutions and exemptions approved, and all exceptions granted to particular employers, before May 1, 1934, will apply to the President's Reemployment Agreement as so extended"

and,

> "Employers who shall have signed the President's Reemployment Agreement before May 1, 1934, may accept this offer of extension by display by them shall be deemed an acceptance of this offer. Employers who shall not have signed the President's Reemployment Agreement before May 1, 1934, may accept this offer of extension by signing the President's Reemployment Agreement."

D. PRESENT STATUS

"The contract (PRA) formulated by the offer extended by Executive Order No. 6678-A and accepted by display of the Blue Eagle after May 1, 1934, must be construed to terminate at the latest on June 16, 1935. This contract was entered into by virtue of a statute which by its terms was to expire no later than June 16, 1935. We cannot consider that employers intended to bind themselves not only for the specified period of the Act, but for any subsequent term which Congress may specify by amendment of the Act. Executive Order No. 7076 dated June 15, 1935, continues in effect all existing Executive Orders so far as consistent with the recent amendments to the N.I.R.A. I do not think this can be construed to extend the P.R.A. since if we consider that the original offer of an agreement carried the implied term that the agreement was to extend only until June 16, 1935, the extension of this Executive Order has no effect. Therefore, I am of the opinion that the P.R.A. could not in any event have been deemed to be binding upon any employer beyond June 16, 1935, in the absence of any acquiescence on his part and on the President to an extension of the agreement.

However, I would go further. It seems to me that the P.R.A. must be deemed to have been abrogated by the President on May 27, 1935. On that date following the Schechter decision, the President announced to the public, through Donald R. Richberg, that the enforcement of all existing codes would be suspended, and this announcement carried the clear inference that no further codes would be approved; at least until further legislation is enacted. It was clearly the intention of the P.R.A. (at least of its latest extension) that it should be binding upon that small minority of employers who were not subject to approved codes. They would be placed at no competitive disadvantage since most other employers were subject to codes. The agreement in terms was to terminate upon the approval of a code. When on May 27, all codes were in effect abrogated and the possibility of the approval of further codes was eliminated, I think we must deem the P.R.A. to have been suspended.

Whether the Schechter decision invalidated the P.R.A. retroactively is another question and one which will require careful study. The same problem would be involved if we wish to propose another P.R.A. at the present time." (George Bronz, Legal Division, June 21, 1935)

CHAPTER III

PRESIDENT REEMPLOYMENT AGREEMENT POLICIES

I. INITIAL PRA POLICIES

Initial PRA policies were developed by the Administrator in collaboration with the Special Industrial Recovery Board, appointed by the President (Executive Order #6173, June 16, 1933) which approved NRA Bulletins Numbers 1, 2, 3, 5 and 6, and the three Advisory Boards (Industrial Advisory Board, appointed by the Secretary of Commerce; Labor Advisory Board, appointed by the Secretary of Labor; Consumers Advisory Board, appointed by the Administrator).

Educational policies were developed and promulgated by the NRA Public Relations Division under the supervision of Mr. Charles S. Horner. Policies concerning the President's Reemployment Program were developed and promulgated by General Thomas S. Hammond, Executive Director of the President's Emergency Reemployment Program. Petitions for permission to substitute provisions of submitted codes for provisions of the PRA, authorized in Paragraph #13, PRA were in the beginning handled by Deputy Administrators appointed to consider proposed codes submitted to the Administration for approval. This procedure caused general confusion and resulted in the establishment of the PRA Policy Board.

II. PRA POLICY BOARD (August 7, 1933 to October 26, 1933)

A. ORIGIN AND PURPOSE

On August 7, 1933, the Administrator appointed the PRA Policy Board to (1) correlate the policies pursued in General Hammond's PRA Administration and Mr. Horner's Educational Drive (2) consider and report to the National Recovery Administrator upon petitions for substitutions of code provisions for PRA provisions (Paragraph #13, PRA) and (3) to issue all interpretations of the PRA. (Office Order No. 18, dated August 7, 1933).

B. ORGANIZATION

The personnel of the original PRA Policy Board consisted of (1) Chairman and Administrator's Representative, Robert T. Stevens, (2) a representative of Labor assigned from the Labor Advisory Board, W. E. Leiserson, (3) a representative of Industry assigned by the Industrial Advisory Board, Edward R. Stettinus, Jr., (4) Secretary and Liaison Officer with the Industrial Mediation Board, Robert K. Straus, and (5) a legal Advisor to the Chairman selected from the NRA Legal Division, Kilbourne Johnston.

C. TERMINATION

The PRA Policy Board continued to execute the functions mentioned above until the establishment of the National Compliance Board on October 26, 1933, at which time the PRA Policy Board was abolished and all of its duties and functions necessary to be performed were transferred to the National Compliance Board. (Office Order #40, October 26, 1933).

III. BLUE EAGLE DIVISION NRA (August 10, 1933 to October 26, 1933)

A. ORIGIN AND ORGANIZATION

According to Office Order #2, dated August 10, 1933, signed by T. S. Hammond, Executive Director, President's Reemployment Program, the designation of that office (President's Reemployment Program) was to be "Blue Eagle Division, NRA." The original Blue Eagle Division consisted of 8 sections: (1) Executive Section, (2) Information Section, (3) Recovery Boards Section, (4) Complaints Section, (5) Interpretation Section, (6) Exceptions Section, (7) Trade Association Section, (8) Insignia Section - Although the Insignia Section is included in the Blue Eagle Division set up as outlined in a Blue Eagle Division memorandum dated August 11, 1933, there appears to be some question regarding the Insignia Section coming under the Blue Eagle Division, as the Section is omitted from all subsequent Blue Eagle Division memoranda. (See "Blue Eagle Division, NRA," Appendix "B")

B. SECTIONS HANDLING PRA POLICIES

The sections of the Blue Eagle Divisions handling PRA policies were (1) Executive Section, which was charged with clearing all administrative matters regarding decisions of policy either within the Division or from the PRA Policy Board (B.E.D.M. #1); (2) Interpretation Section which disseminated information regarding the obtaining of the Blue Eagle and elaborated on basic interpretations incorporated in NRA Bulletins #4 and those made by the PRA Policy Board (B.E.D.M. #2 and 10); and (3) Exceptions Section, which was designated to receive all petitions for exception, authorized under Paragraph #14, PRA. (B.E.D.M. #2 and #10).

C. REORGANIZATION

Office Order #35, dated September 15, 1933, authorized a reorganization and colsolidation of the Blue Eagle Division by Mr. Frank Healy appointed to take over the duties heretofore performed by General Hammond. According to B.E.D.M. #13, September 30, 1933, all sections of the Division were abolished and W. P. Farnsworth, Assistant Counsel, Blue Eagle Division was assigned the responsibility for interpreting and explaining the PRA and substitutions allowed thereunder. Although it was not stated, his responsibility was subject to final approval of the PRA Policy Board. Also see Appendix "C".

D. TERMINATION

With the establishment of the NRA Compliance Division on October 26, 1933, the Blue Eagle Division, NRA, became the Blue Eagle Branch of the Compliance Division. (Office Order #40).

IV. COMPLIANCE DIVISION NRA (October 26, 1933 to August 29, 1935)

A. ORIGIN AND BLUE EAGLE BRANCH

On October 26, 1933 there was established in NRA, a Compliance Division, headed by a National Compliance Director. The Blue Eagle Division, NRA, became the Blue Eagle Branch of the Compliance Division and continued in charge of Mr. Frank Healy, Chief. (Office Order No. 40)

The Blue Eagle Branch, Compliance Division was responsible for all matters concerning the PRA, including interpretations, exceptions and permission to operate under Union Contracts, complaints of non-compliance and correspondence with State, District and Local Boards. (Office Memorandum dated October 28, 1933). Also see "Compliance Division, PRA", Appendix "D".

B. LABOR AND ADMINISTRATIVE BRANCHES

On November 24, 1933, the Blue Eagle Branch, Compliance Division, was amalgamated and consolidated in the Labor, Trade Practice and Administrative Branches of the Compliance Division (O. O. #45 and C.D.O.M. #1). The Labor Branch handled petitions for exceptions from the PRA (authorized in Paragraph #14, PRA) and the Administrative Branch handled correspondence and information (Interpretations) regarding the PRA (C.D.O.M. #1).

C. ANALYSIS BRANCH

The Analysis Branch, Compliance Division, established April 12, 1934, absorbed the personnel and duties of the Labor and Trade Practice Branches abolished (O. O. #85) PRA correspondence and interpretations were also handled by the Analysis Branch.

D. TERMINATION

The personnel, records and material of the Compliance Division, NRA Regional and State Offices were transferred to the Field Division, NRA, on August 29, 1935. (Office Instruction #21)

V. NATIONAL COMPLIANCE BOARD (October 26, 1933 to May 21, 1934)

A. ORIGIN AND PURPOSE

A National Compliance Board was established in the NRA on October 26, 1933 for the purpose of: (1) performing all necessary duties and functions of the PRA Policy Board, abolished, (2) upon reference of complaints from the National Compliance Director, undertaking further attempts at adjustment, recommend exceptions, remove the Blue Eagle, or recommend reference to the Federal Trade Commission or the Attorney General for appropriate action (Office Order #40). Although Office Order #40 and Office Memorandum dated October 28, 1933, stated that no division of NRA other than the Blue Eagle Branch, Compliance Division, should attempt to interpret the PRA, all such interpretations were considered and approved by the National Compliance Board. Also see "National Compliance Board", pages 137 - 139.

B. ORGANIZATION

The personnel of the original National Compliance Board (first meeting October 30, 1933), consisted of: (1) Acting Chairman, Colonel Robert W. Lea (Mr. Wm. H. Davis, appointed Chairman and National Compliance Director, November 24, 1933, Office Order #45), (2) Acting Industrial Adviser, Mr. C. L. Heyniger, (Mr. L. D. Thomplins appointed Industrial Adviser by the Chairman of the Industrial Advisory Board on or about November 1, 1933), (3) Labor Adviser, Dr. Leo Wolman, appointed by the Chairman of the Labor

Advisory Board. Permanent Advisers to the National Compliance Board: (1) Counsel, Franklin S. Pollak, assigned by the Legal Division, NRA, (2) Economic and Statistical Adviser, Stanley I. Posner, assigned by the Research and Planning Division, NRA. Executive Secretary, G. Claiborne Royall, Jr. (Office Orders #40 and #45).

C. TERMINATION

On May 21, 1934, the National Compliance Board was abolished and its functions and personnel were transferred to the Compliance Division, NRA. (Office Order #90).

VI. ADVISORY COUNCIL, COMPLIANCE DIVISION, NRA (May 23, 1934 to June 8, 1934)

Dr. Altmeyer, Chief of the Compliance Division, NRA, on May 23, 1934, requested and authorized the members of the National Compliance Board (abolished) to continue to serve as Councilors until further notice. (First meeting Advisory Council, Compliance Division NRA). The functions and duties remained the same as those delegated to the former National Compliance Board. Captain Henry Williams was appointed Chairman and Messrs. Behney and Rumley continued as Labor and Industrial Advisers, respectively.

VII. COMPLIANCE COUNCIL, NRA

On June 8, 1934, the name of the Advisory Council, Compliance Division, NRA, was changed to Compliance Council, NRA, because of conflicts with other Advisory Councils. Captain Henry Williams continued as Chairman of the Compliance Council until his resignation on September 5, 1934. Mr. Rumley continued as Industrial Adviser and also acted as Chairman. Later, a second Compliance Council, NRA, was organized to assist in disposing of the large volume of cases which had accumulated. Mr. Rumley served as Industrial Member and Chairman of one, and Mr. Behney as Labor Member and Chairman of the other.

VIII. SUBSTITUTIONS TO THE PRESIDENT'S REEMPLOYMENT AGREEMENT

A. AUTHORITY

The authority for allowing trades and industries to substitute certain provisions of codes of fair competition, submitted by them for approval by NRA, for corresponding provisions of the PRA, was incorporated in Paragraph #13, PRA, which stated: "This agreement shall cease --- , if the NRA so elects, upon submission of a code to which the undersigned is subject and substitution of any of its provisions for any of the terms of this agreement".

In the beginning the petitions submitted by trades and industries to substitute proposed code provisions for PRA provisions were handled by the Deputy Administrators handling the particular codes. This procedure resulted in general confusion and lack of uniformity in policy and resulted in establishment of the PRA Policy Board on August 7, 1933. Among other duties assigned to this board, it was to "consider and report to the National Recovery Administrator upon petitions for substitutions of code provisions for PRA provisions under Section 13, PRA (O.O. #18)".

B. MODIFICATIONS OF SUBSTITUTIONS

In addition to approving substitutions to the PRA, the NRA in a number of instances approved modifications of the substitutions, as for example, the "Modification of the Substitution for Paragraph #3, PRA (maximum hours applicable to industrial workers) granted to the Meat Packing Industry", approved by General Johnson on June 13, 1934 for a period of four weeks and subsequently extended until January 10, 1935. The modification mentioned was approved on recommendation of the Federal Surplus Relief Corporation, in order to further the emergency cattle buying and beef canning program for relief of the drought situation, and on account of the difficulty of obtaining and training additional employees to meet the emergency situation during the summer and fall of 1934.

C. INSTRUCTIONS FOR SUBMITTING PETITIONS FOR SUBSTITUTIONS

1. IF A CODE WAS ON FILE WITH THE CONTROL DIVISION, NRA.

The petitioner was instructed to: (1) obtain the code or a copy thereof, (2) prepare a "petition for NRA consent to substitution", in quadruplicate special forms provided, setting out in full the code provisions to be substituted and the PRA paragraphs to be eliminated by number, and (3) present the code and the petition, together with credentials showing that the petitioners were duly constituted representatives of the trade or industry to the Secretary of the PRA Policy Board.

2. IF NO CODE HAD BEEN SUBMITTED TO THE CONTROL DIVISION

The petitioner was advised: (1) that a basic code must be submitted before the PRA Policy Board could consider any petition (to expedite the submission of a basic code for this purpose a model form was provided), (2) to frame its code as closely to the model form as practicable, in order to expedite the consideration of the petition by the Board, and (3) that the so-called "basic code" need not be submitted to the Control Division, NRA, but eight copies should be submitted directly to the Secretary of the Board as set forth in (3) above.

D. POLICIES FOLLOWED BY THE PRA POLICY BOARD IN CONSIDERING PETITIONS FOR SUBSTITUTIONS TO THE PRA

PRA Policy Board instructions to petitioners were as follows:

1. PROPOSED CODE PROVISIONS VS. PRA PROVISIONS

"NRA will not elect to approve the substitutions of the provisions of Codes for Paragraphs of PRA unless such Code Provisions cover the same ground as the PRA paragraph and unless the substance of such provisions are within the spirit of the PRA, i.e., to shorten hours and raise wages to increase employment and purchasing power to approximately the 1929 level."

2. ABSENCE OF CODE PROVISIONS

"NRA allows no modifications of PRA if there is no Code provision which can be substituted. The PRA Policy Board has no jurisdiction to act in such cases".

3. FUNCTIONS OF PRA POLICY BOARD

"The only function of the Board is to pass on the applicability of the Code provisions as written. This does not allow any bargaining or negotiating or personal interviews. Such a procedure is not only inappropriate, but it does not allow for the prompt treatment to which all petitions are entitled". However, the prohibition was waived in many instances.

4. PROCEDURE

"To cooperate with those who are willing to amend the wages and hours provisions of a submitted code so as to have it within the spirit of PRA for substitution purposes, the following procedure has been adopted:

(1) Obtain from the reception clerk a work sheet, fill this in, stating in the proper places (a) the shortest possible work week, (b) the highest possible wage, which the industry must have or go without the Blue Eagle.*

(2) Leave the work sheet with the Secretary of the Board. Note: Petitioners may attach to the work sheet statistical data to show that these provisions will bring wages and hours to approximately the 1929 level. (Employment data requested, for wage earners only, was (a) number employed in the industry in 1929, (b) number employed in latest available period in 1933, (c) average hours actually worked per wage earner in 1929, and (d) average hours actually worked per week per wage earner in latest available period in 1933. Wages data requested was (a) average hourly, wage rates for unskilled wage earners (male and female) in 1929, (b) average hourly wage rates for unskilled (male and female) in latest available period in 1933. In cases where the petitioner requested tolerances above the maximum work week, they were asked to submit actual employment data by months for 1929, 1932 and available months in 1933.

Although the Work Sheet stated, "no petition to substitute for paragraphs other than 2 - Maximum Hours; 3 - Maximum Hours; 4 - Exemptions and 6 - Minimum Wages, will be considered" this policy was not adhered to as a study of the PRA substitutions approved will show. (See NRA Bulletin #6 and "PRA Substitutions, Appendix "F", especially substitutions approved for "Utilities" covering paragraphs 2 to 7 inclusive and "Daily Newspaper Publishing" covering all paragraphs of the PRA except #8 - Anti-Subterfuge, and #10 - Cooperation).

(3) - "The Policy Board will render a decision on this basis as soon as possible (after a statistical analysis has been made to determine whether or not the proposed wages and hours will bring employment and purchasing power to approximately the 1929 level)".

(4) - "If the Policy Board approves the petition it will draft a code provision which will include the requested changes. This draft will be prepared for the signature of the petitioner and when signed will be immediately sent by the board to General Johnson for his signature."

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* "Apparently this means a statement of the shortest week and highest wage the industry could adopt."

(5) "If the petition is rejected by the Board, the Board will return the Work Sheet with a notation as to the: (a) work week, and (b) minimum wage, which will be approved by the Board. If the Industry agrees to this, the Board will draft Code sections which include these provisions--this will be approved by the Board and sent to General Johnson".

5. DEADLINE FOR SUBMITTING PETITIONS FOR SUBSTITUTIONS

In a memorandum dated September 6, 1933, General Hammond recommended to the NRA administrator that no petitions for substitutions to the PRA be considered in cases where proposed codes were filed with NRA after midnight September 15, 1933. Press Release 742, dated September 13, 1933, states that October 1, 1933 was the deadline for substituting proposed code provisions for PRA provisions, and that the substitutions of code provisions where less than 1,000 employees were involved, would not be approved. NRA Bulletin No. 6, "Substituted Wages and Hours Provisions of the PRA", dated October 14, 1933, states on page III that no further substitutions will be approved. Except in a few cases such as the Cotton Seed Crushing Industry substitution approved December 1, 1933, no substitutions to the PRA were approved after October 1, 1933.

E. NATURE OF SUBSTITUTIONS TO THE PRA AND INDUSTRIES AFFECTED

With few exceptions, the substituted provisions dealt with nothing but wages or hours or both. NRA Bulletin #6 - "Substituted Wages and Hours Provisions of the PRA", dated October 14, 1933, signed by General Johnson, NRA Administrator and approved by Secretary of Commerce Roper, Chairman, Special Industrial Recovery Board, contains the text of all substitutions to the PRA approved or authorized by the NRA, except those for trades and industries covered by approved codes October 14, 1933 and the few substitutions approved subsequent to that date. The substitution approved on July 31, 1933, for the "Retail Dry Goods, Department, Specialty Shop, Mail Order, Men's Clothing and Furnishings, Furniture, Hardware, and Shoe Store Trade" was omitted, because approval of the "General Retail Code" was expected at an early date (*).

(*) In Appendix "F" of this report an attempt has been made to furnish complete information relative to; (1) the names of all industries and/or trades which petitioned to NRA for permission to substitute or modify substitutions of proposed code provisions for PRA provisions, (2) paragraphs affected, (3) action taken and date thereof, (4) reason for rejecting or withdrawal of the petition, (5) industries authorized representative, and in cases where a code was approved which was applicable to the trade and/or industry, the approval and effective dates.
(Footnote continued on next page)

A study of the PRA Policy Board files indicates the following pertinent information:

(1) Substitutions approved..... 385

(2) Petitions for substitutions rejected by NRA (including 3 rejected by the industry (bicycle, terra cotta, witch hazel) after NRA had modified the petitions..... 134

(3) Petitions presented but no record of action taken..... 2

(4) Petitions for substitutions withdrawn by industry..... 45

Total number of Industries petitioning NRA for substitutions to PRA..... 566

(5) Modifications of substitutions to PRA.... 13

F. APPLICATION OF APPROVED SUBSTITUTIONS

All employers in a trade or industry, for which NRA approved substitutions to the PRA, were permitted to operate under the substituted provisions instead of the corresponding provisions of the PRA. In every case the paragraphs of the PRA remained in full force without change, except where NRA elected to substitute proposed code provisions for corresponding PRA provisions. (NRA Bulletins #4 and #6). "It is not proper for firms to operate under the wages and hours provisions of the proposed code for their industry when such provisions have not yet been accepted for substitution of the PRA. Firms signing the PRA with the notation that they will operate under the hours and wages provisions of the proposed code for their industry should have their agreements returned to them with the advice that the provisions of the PRA apply to their employees until such time as their proposed industry code has been accepted for substitution. "Where an employer is honestly in doubt about which proposed industry code applies to his business, the NRA does not object to his operating under the accepted substitution of a proposed code which seems to apply to him and will consider him

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(*) Footnote continued.

This code information as presented is incomplete, as it involves a complicated problem due to the fact that except in a few instances definitions of the trades or industries involved were not incorporated in the substitutions and also due to the problem of multiple code coverage. The time alloted for submission of this report will not permit as exhaustive a study as it required.
See also Work Materials No. 30.

as operating in harmony with the spirit of the PRA if he does so." (Liasison Circular #39, September 8, 1933). "When an employer has signed the PRA, without modification, and where subsequently a modification of the PRA has been approved for a given industry, of which the employer is a member, such employer may operate under the approved modification of the PRA for his industry, just the same as any other employer in this industry. To do otherwise would be to most unjustly penalize those who have shown a most commendable and patriotic spirit of cooperation". (T. S. Hammond, Aug. 5, 1933).

"Approval of a substitution by the NRA is not a guarantee that the substituted provisions will be approved without change in the permanent Code of Fair Competition for the particular trade or industry". (NRA Bulletin #6).

The fact that NRA consented to the substitution of the wages and hours provisions of a proposed code for corresponding provisions of the PRA did not deprive a member of the particular industry involved of his right to petition for individual relief due to unavoidable hardship as provided in Paragraph #14, PRA. (NRA Bulletin #4)

G. COMMENTS

In a number of instances, especially in the cases of "Utilities" and the "Meat Packing Industry", the substitutions allowed the members to do practically anything they desired and yet operate under the PRA.

1. UTILITIES (Electric Light and Power, Gas Operating Utility, Natural Gas, Telegraphic Communications and Telephone Companies)

The substitutions approved for these industries cancelled Paragraph #7, PRA, which provided that the compensation for employment now in excess of the minimum wages specified, should not be reduced (notwithstanding that the hours worked in such employment may be reduced) and to increase the pay for such employment by an equitable readjustment of all pay schedules. No provision was incorporated in the substitutions for Paragraph #7 cancelled; therefore, they were not required to maintain wage scales above the minimum and they were not required to readjust equitably all pay schedules. See also "Telegraphic communications industry", Appendix "G".

2. MEAT PACKING INDUSTRY

Paragraph 4 (a) substitution approved for the Meat Packing Industry states: "The maximum hours fixed in the foregoing paragraphs #2 and #3 shall not apply to-----employees in executive, managerial, supervisory or technical capacities, nor to their immediate assistants", and (b) "------employees exercising managerial functions who now receive more than $35.00 per week". The wording of these paragraphs presented a number of problems: (1) Paragraph #4(b) exempted from maximum hours employees exercising managerial functions only in

the event they received more than $35.00 per week, while Paragraph #4(a) exempted from maximum hours, employees in executive, managerial, supervisory or technical capacities, regardless of the weekly salary received, and (2) the term "immediate assistant" was not definite and was construed to include any employees which never should or were intended to be exempted from the maximum hours provisions.

IX. INTERPRETATIONS OF THE PRA

A. SPECIAL INTERPRETATIONS COMMITTEE

The PRA as originally drafted was subject to interpretation even before it was released to employers for signature on July 27, 1933. This is indicated in NRA release #98, dated July 25, 1933, which states: "Machinery for interpreting and clarifying the blanket code, as promulgated by the President, was set up in the NRA today. A Committee headed by General Hammond, will receive and answer questions in relation to interpretation of the code." This Committee, consisting of General Hammond, Executive Director, President's Reemployment Program as Chairman, and representatives of industries, consumers, labor and the NRA legal staff, after several sittings of almost 24 hours per day, developed 20 basic interpretations of the PRA.

After approval by General Johnson, the 21 basic interpretations(*) (the 21st developed later) were incorporated in NRA Bulletin #4 - "What the Blue Eagle Means to You and How You Can Get It, Official Statement of the Blue Eagle Division, NRA." These basic interpretations were released to the public as follows: Numbers 1 to 6, July 28, 1933, NRA release #124; Numbers 7 to 12, July 31, 1933, release # 140; Numbers 13 to 19, July 31, 1933, release #147; Numbers 20, August 3, 1933, release #168; and Number 21, August 21, 1933, release #412.

B. NATIONAL LABOR BOARD (NATIONAL BOARD OF ARBITRATION)

Fear that the remarkable evidence of cooperation in the common cause of restoring employment, increasing of purchasing power, and gratifying progress already made, might be endangered by differing interpretations of the PRA by some employers and employees, led the Industrial and Labor Advisory Boards on August 4, 1933, to unanimously recommend the creation of a Board to protect every interest and to which differences might be referred. The creation of this Board (erroneously named "National Board of Arbitration") was announced on August 5, 1933 in NRA release #195.

In Executive Order #6511, December 16, 1933, the President stated that "The National Labor Board, created on August 5, 1933, to 'pass promptly on any case of hardship or dispute that may arise from interpretation or application of the PRA', shall continue to adjust all industrial disputes, whether arising out of the interpretation and operation of the PRA or any duly approved industrial code of fair competition, and to compose all conflicts threatening the industrial peace of the country. All action heretofore taken by this Board in the discharge of its functions is hereby approved and ratified." The original National Labor Board, as recommended by the Industrial and Labor Advisory Boards, consisted of Honorable Robert F. Wagner, Chairman; Dr. Leo Wolman, Chairman, Labor Advisory Board; Walter C. Teagle, Chairman, Industrial Advisory Board; William Green, John L. Lewis, Gerald Swope and Louis E. Kirstein.

(*) "See Appendix G."

It is doubtful whether the National Labor Board as such, ever acted on any interpretations of the PRA; however, they did handle a number of PRA cases involving labor disputes.

C. PRA POLICY BOARD

In announcing the appointment of the PRA Policy Board on August 7, 1933, General Johnson stated: "All interpretations of the PRA requested by the Industrial Mediation Board, General Hammond or other proper authorities shall issue from this Board."

After the abolishment of the PRA Policy Board on October 26, 1933, all its duties and functions were delegated to the National Compliance Board and later to the Advisory Council, Compliance Division and finally to the Compliance Council, NRA, See Office Orders #18 and #40: "PRA Policy Board, Chap. III, Sec. II and "National Compliance Board," Chap. III, Sec. V, supra.

D. INTERPRETATIONS SECTIONS BLUE EAGLE DIVISION NRA

The public announcement (NRA release #98, July 25, 1933) of a Committee to receive and answer questions regarding interpretations of the PRA and the release of the agreement to employers for signature on July 27, 1933, resulted in an avalanche of inquiries by mail and wire. To handle these inquiries and to promulgate interpretations and rulings made by the PRA Policy Board, General Hammond on August 11, 1933, established the Interpretations Section of the Blue Eagle Division. See "Blue Eagle Division NRA," Appendix "B."

The Interpretations Section in replying to inquiries received from employers and consumers followed the principles set forth in the 21 basic interpretations. In cases where the inquiries were not covered by the basic interpretations, the problems were presented to the PRA Policy Board. Due to the great number of problems submitted, the Policy Board as a Board was unable to render decisions without delay which resulted in many interpretations and rulings being made by the legal adviser to the Board (Kilbourne Johnston) and later Wm. P. Farnsworth).

Subsequent to the abolishment of the Blue Eagle Division NRA, and the establishment of the Compliance Division, NRA, on October 26, 1933, interpretations were handled by Blue Eagle, Administrative, and Analysis Branches of the Compliance Division, NRA, in the order named.

Under the heading "General Interpretations, Explanations, Instructions and Rulings Regarding the PRA," in Appendix "C" of this report, an attempt has bee made to compile and list all interpretations, etc., used in explaining and administering the PRA, and wherever possible the source is given.

X. EXCEPTIONS TO THE PRA (CASES OF INDIVIDUAL HARDSHIP)

A. AUTHORITY

The authority for granting exceptions to Individual Employers, after signing the PRA, in cases where some particular provision or

(6) In cases of a petition requesting exception to maximum hours, the exact number of hours desired in lieu of maximum PRA hours and/or any applicable approved substitution thereto.

(7) In cases of a petition requesting exception to minimum wages, the exact wage rate desired in lieu of the wage rate prescribed in the agreement and/or any applicable approved substitution.

(8) A statement that the petition had been approved in writing by a representative of the Trade Association of the petitioners industry, the Local Chamber of Commerce, or a representative of a similar organization designated by NRA.

Note: Subsequent to September 12, 1933, petitions were required to be submitted to Local NRA Compliance Boards for preliminary approval and not to any other organization or agency.

(9) Total number of petitioner's employees, and the number affected by the exception requested.

(10) Duties of employees affected by exception requested.

(11) A promise to abide by the decision of NRA on the petition and in the event of a decision against the petitioner, effective as of date of NRA decision, the original PRA provisions and/or provisions of any applicable approved substitution previously stayed by preliminary approval by any organization authorized by NRA.

(12) A labor shortage certificate signed by the Federal Reemployment Service State Director in cases where petitions to work longer hours were based on a shortage of labor. (Policies followed by Exceptions Section, Blue Eagle Division, NRA.

C. EXCEPTIONS SECTION, BLUE EAGLE DIVISION, NRA

As soon as the PRA was released to employers for signature, NRA received a large number of petitions requesting relief from certain provisions which were causing the individual employers great and unavoidable hardship.

To handle the increasing volume of petitions for exceptions, General T. S. Hammond, Executive Director, President's Reemployment Program, established on August 11, 1933, an Exceptions Section of the Blue Eagle Division. Mr. M. H. Pettit was appointed Chief of the Section and he was followed by Colonel J. G. Cowling as Chief on September 7, 1933. (See "Blue Eagle Division, NRA," Appendix "B."

In addition to handling ordinary petitions for exceptions to the PRA (Paragraph #14), the Exceptions Section, handled Petitions for permission to operate under Union Contracts calling for hours longer than the maximum allowed in the PRA. These petitions were handled in the same manner as those presented under Paragraph #14, PRA. (See "Contracts Labor Union," Appendix "G."

Subsequent to the abolishment of the Blue Eagle Division, NRA, and the establishment of the Compliance Division, NRA, on October 26, 1933, petitions for exceptions were handled by the Blue Eagle, Labor and Analysis Branches of the Compliance Division in the order named.

1. POLICIES FOLLOWED BY NRA IN CONSIDERING PEITTIONS FOR EXCEPTIONS TO THE PRA

Although it was difficult to determine just what constituted "great and unavoidable hardship," such petitions were generally granted in the event the petitioner clearly indicated that his only alternative was to dismiss the employees concerned or close down the entire establishment. Based on a thorough examination of the petition, the following policies were observed by NRA:

(a) The petition was denied if the plea was vague and unavoidable hardship was not clearly substantiated. In cases where the petitioner clearly showed that the increase in labor costs due to compliance would ruin his business because of lack of capital and/or sustained losses for several years immediately preceeding signing of the PRA, the petition was given careful consideration.

(b) When the petitioner pleaded scarcity of skilled labor, the petition was denied pending certification of labor shortage by the Federal Reemployment Director of the petitioner's district.

(c) Petitions requesting exceptions for peak season operations were usually denied in cases where periods of three months or more were involved and an adequate labor supply was available, where there was a possibility that regular employees counted on peak periods for income to carry them through slack periods the petition was usually given favorable consideration but generally overtime pay of one and one-half times the employee's regular rate of compensation was required in such cases.

(d) In cases where the petitioner clearly established that due to the peculiar nature of his business it was necessary to train new employees in the establishment and an earnest effort was being made to do this, the petition was sometimes granted for a specific period.

(e) A simple plea of competitive disadvantage with firms not operating under the agreement was as a rule not considered sufficient for the granting of an exception, because there were also competitive advantages in operating under the PRA and displaying the Blue Eagle.

(f) Where firms enjoyed business resulting from Federal sources, their petitions were usually denied.

(g) There was a prevailing belief that the nearness of the distributor to the ultimate consumer meant a greater competitive advantage to signers of the PRA, therefore, in such cases as laundries, restaurants and other retail outlets the operators should be willing to be placed at a considerable wage disadvantage before requesting relief from the provisions of the PRA.

(h) Petitions based wholly on the plea that competitors were granted

exceptions, were denied. If, however, the petitioner established that such action resulted in serious hardship in his case, the petition might be given favorable consideration.

(i) In cases where new industries or new establishments in old industries could not be operated at a profit without operating under low labor standards, the reasons for existence of such business were seriously questioned.

(j) So called "non-profit" and "service industries" required special study, (1) It was felt that many agencies such as retail credit agencies, set up to prevent losses due to bad accounts, should not be considered as "non-profit" agencies, and therefore, they should not be given any special consideration; (2) it was also believed that distinctly service organizations such as Y.M.C.A's, Y.W.C.A.'s, etc., should not be granted exceptions in departments competing with outside groups, such as restaurant or where no special benefit saccrued to the employee. However, in cases where the employment might be considered as training for public service, exceptions might be warranted.

(k) Theoretically the status of a provision of proposed codes should have no bearing on considerations of exceptions to the PRA; however, if approvalof a code to which the petitioner would be subject, was imminent, it was not considered good policy to overrule a Local Compliance Board and alter changes in wages and hours temporarily authorized, for a short time pending approval of the code.

(l) Where the petitioner requested relief from the PRA on the ground that he would conform to the provision of the industry's proposed code, the petition was denied because to do otherwise would mean prejudging the code.

(m) Deputies were usually consulted before acting on petitions for exception to the PRA, if proposed codes for the petitioners industries had been given public hearings and they were in the final stages of development, for the purpose of ascertaining their status and provisions likely to be approved.

(n) If a petition requested more relief than would likely be provided in a code awaiting approval, the petition was either denied or modified to conform to the provisions expected to be approved in the code.

(o) In cases where a substitution had been approved for the petitioner's industry, the petition was denied and a copy of the substitution was sent to the petitioner unless the substitution failed to meet all requirements of the petitioner.

(p) If a code had been approved which was applicable to the petitioner's industry, the petition was denied and the petitioner was notified that he must operate under the code provisions.

(q) In cases of Union Contracts made prior to PRA where a copy of the Contract was submitted with the petition (1) if the employees were paid by the day, week or month, the petition was denied; (2) if the employees were paid by the hour and the petitioner had attempted

to adjust the maximum hours of employment downward and equitably adjust upward the hourly wage rate, and the Union would not agree, the petition was granted; otherwise, the petition was denied or the petitioner requested to attempt such adjustments.

(r) Petitions referring to Paragraph #12, PRA, (forward contracts) were given special consideration and the petitioner was advised to either seek an adjustment from the other party or the petition was decided on its own merits.

(t) Petitions involving section 7(a) of NIRA were denied.

2. PROCEDURE FOLLOWED BY NRA IN CONSIDERING PETITIONS FOR EXCEPTIONS TO THE PRA

Petitions for exceptions to the PRA received by the "Exceptions Section, Blue Eagle Division, were first assigned to analysts for review, brief digests were prepared and the petitions and digests after being reviewed by Assistant Counsels were submitted to the National Compliance Board or their authorized representatives for final consideration. In cases of doubt advice was obtained from Deputy Administrators, the Labor and/or Industrial Advisory Boards, or the Liaison Office to A. A. A.

On November 28, 1933, the following plans presented by Mr. Pollak to the National Compliance Board were approved for handling future petitions and the 2000 or more on hand at that time awaiting action:

(a) FUTURE PETITIONS (LOCAL)

(1) Table all restaurant petitions until December 15, 1933, except those asking for a variation of more than 10% in hours and/or wages.

(2) All other petitions to be acted on by the Compliance Division without consultation with the National Compliance Board except in extreme cases.

(3) Petitions involving non-unanimous approval by a Local NRA Compliance Board and extreme cases (except as established by precedent) to be referred to the National Compliance Board.

(b) FUTURE PETITIONS (NON-LOCAL)

1. No general rules were formulated for tabling or approving future petitions (non-local), except where covered by precedent; all were considered by the National Compliance Board, Advisory Council, Compliance Division, NRA, or the Compliance Council, NRA.

(c) PENDING PETITIONS

1. Table if unanimously approved and they were not "extreme."

2. Review if "extreme" or not unanimously approved by local NRA Compliance Boards.

(d) NON-EXTREME CASES

Petitions requesting relief within the following limits were not considered extreme:

1. Original PRA.

(a') Paragraph #2 (Maximum Hours) - 44 Hours

(b') Paragraph #3 (Maximum Hours) - 40 Hours, or 8 hours in any one day

(c') Paragraph #5 (Minimum Wages) --

In Cities of	Not less than
Over 500,000	$13.50
" 250,000	13.05
" 2,500	12.60
Under 2,500	10.80

(d') Paragraph #6 (Minimum Wages)- Not less than 27 cents.

(2) SUBSTITUTIONS TO THE PRA

(a') Hours - 10 percent provided that except in Paragraph #2 (Maximum Hours) - 48 hours and Paragraph #3 (Maximum Hours) - 44 hours, and provided that in cases of substitution and no modification had been made of Paragraph #3 (maximum hours) forty hours was to be the limit.

(b') Wages - Same as above (1C')

(e) LOCAL VS NON-LOCAL TRADES OR INDUSTRIES

It was agreed by the National Compliance Board that where the facts presented in the body of the petition indicated that the petitioner was operating in competition with outside establishments even though the petitioner was in an industry ordinarily considered local, the petition itself should be treated as non-local.

On December 5, 1933, Dr. A. J. Altmeyer, Chief, Compliance Division, NRA, reported to the National Compliance Board that 2000 petitions for exceptions to the PRA were still pending and that the formula approved by the Board on November 28, 1933 had eliminated only 20% of the entire group. Dr. Altmeyer then submitted a new formula, the approval of which was held in abeyance until the next meeting to enable further study. On December 6, 1933, the Board authorized Mr. Behney, Labor Adviser to work with the Exceptions Section in examining all petitions for exceptions to the PRA which had not already been acted upon and to use his best judgment in recommending disposition thereof with advice that decisions of Local NRA Compliance Boards should not be overruled without good and sufficient reason.

D. LOCAL NRA COMPLIANCE BOARDS

1. PETITIONS FOR EXCEPTIONS PRESENTED UNDER PARAGRAPH #14, PRA

Prior to the organization and establishment of Local NRA Compliance Boards, petitioners for exceptions to the PRA (Paragraph #14) were instructed to have their petitions approved by their trade Association, Local Chamber of Commerce or other representative organization designated by NRA and then submit it to the Administration for final action. (NRA Bulletin #4).

Subsequent to September 12, 1933, petitioners were instructed to submit all petitions for exception from the various provisions of the PRA direct to their Local NRA Compliance Board and from that date (September 12, 1933) no petition should be presented to or accepted by Trade Associations, Chambers of Commerce or any other organizations. (NRA Bulletin #5).

(a) LOCAL NRA COMPLIANCE BOARD REGULATIONS FOR HANDLING PARAGRAPH #14, PRA PETITIONS FOR EXCEPTIONS (NRA BULLETIN #5)

(1) "All petitions for exemption from the provisions of the President's Reemployment Agreement under paragraph (14) thereof (hereinafter called "Petitions") should be submitted in duplicate direct to the Board (Local NRA Compliance Board).

(2) From the date of these regulations, September 12, 1933, no petition shall be presented to or accepted by trade associations, chambers of commerce, or any other organizations.

(3) The question presented by a petition is whether or not some particular provision of the President's Agreement, because of peculiar circumstances, would create great and unavoidable hardship in the case of the individual petitioner. The burden is on the petitioner to present sufficient facts in his written petition to decide this question. The petition should be signed and sworn to before a notary.

(4) No exemption from paragraphs No. 1 (Child Labor); No. 8 (Anti-Subterfuge); No. 1 (Cooperation); No. 11 (Codes); or No. 13 (Termination and Substitution), of the President's Reemployment Agreement may be approved and no exemption from a statement of an interpretation or understanding of Section 7 (a) or Section 10(b) of the National Industrial Recovery Act may be approved.

(5) If the board finds by unanimous vote that the petition is justified by the facts, it should be approved and the petitioner informed of this fact. He may then operate under his petition without displaying any "provisional" bar upon his Blue Eagle.

(6) If the board finds by unanimous vote that the petition is not justified by the facts, it should be disapproved and the petitioner informed of this fact.

(7) In either of the above cases, one copy of the petition, with the Board's action and the reasons therefor, should be forwarded to the secretary of the District Recovery Board at the District Office. The other copy should be kept in the files of the board. NRA may reverse the action of the board in these cases if it finds that such action is

unjustified. In order to prevent such reversals, the board should assure itself of NRA policies by requests for information from the secretary of the District Recovery Board at the District Office in all doubtful cases.

(8) If the board finds by a majority vote that the petition is or is not justified by the facts, the petition, with majority and minority reasons for approving or rejecting it appended thereto, should be forwarded to the Secretary of the District Recovery Board at the District Office, a copy being kept in the files of the Board. An approval in such cases will operate as provisional permission to proceed in accordance with the petition as approved, pending final action by NRA. Until such time as NRA does act, the petitioner should be informed that he may not display the Blue Eagle except with a white bar across its breast bearing the word "Provisional".

(9) If a substitution has already been granted for the employer's trade or industry, the Board should require a much clearer showing of individual hardship before granting an individual exemption with respect to the substituted provisions.

(10) In any case in which the petitioner asks for more than one exemption, each exemption should be considered separately and a separate decision made on each, so that a petition may be approved in part and denied in part of the facts so warrant.

(11) In no case should a group exemption be allowed. Paragraph #14 of the President's Agreement applies only to cases of individual hardship.

(12) In every case a copy of the petition with a notation of the decision of the Board and a copy of the recommendation of the Board, if any, should be kept in the files of the Board.

(13) The files of the Board on exceptions should not be open to the public".

2. PETITIONS FOR PERMISSION TO OPERATE UNDER UNION CONTRACTS

Originally, petitions to operate under Union Contracts were submitted directly to the NRA for consideration. The approval of a trade association or other representative organization was not required (NRA Bulletin #4). Following the establishment of Local NRA Compliance Boards, petitions involving Union Contracts were first submitted to these Boards for consideration, and then to the NRA for final consideration (NRA Bulletin #5).

(a) LOCAL NRA COMPLIANCE BOARD REGULATIONS FOR HANDLING PRA PETITIONS TO OPERATE UNDER UNION CONTRACTS (NRA BULLETIN #5).

(1) "Every petition to work employees under a Labor contract for longer hours than are permitted under the President's Reemployment Agreement should be signed in duplicate at the foot of the petition by the petitioner, and sworn to before a Notary. It should be accompanied

by two certified copies of the contract.

(2) If the labor contract calls for the payment of wages (at a rate above the minimum under the President's Reemployment Agreement) by the day, week, or month, there should be no grounds for a petition. By paragraph #7 of the President's Reemployment Agreement, the employer has promised to reduce the hours of workers paid by the day, week or month, to the maximum under the Agreement without reducing their pay by the day, week or month. He is, therefore, obliged to make an offer to this effect to his employees under the contract, and undoubtedly the offer will be accepted. Such petitions should be refused unless the employer can show some unusual reason why his employees are unwilling to work shorter hours at the same wage.

(3) The proper case for a Labor contract petition is one in which the contract calls for payment of the employees by the hour. An employer with such a contract should propose to his workers a reduction of their hours to the maximum, coupled with an upward equitable readjustment of their hourly rate, in accordance with paragraph #7 of the President's Reemployment Agreement, as explained in basic interpretations #1 and #20. If the employer and his employees cannot agree on the equitable readjustment, so that an agreement cannot be reached for a reduction of hours, a petition may be filed.

(4) If no attempt has been made at arriving at an equitable readjustment by agreement the petition should be denied.

(5) Provided, that it is a proper case for a petition, as described above, the Board should then satisfy itself that the contract is a bona fide contract. If it was made on or after June 16, but not before the date when the employer signed the President's Reemployment Agreement, the Board should make certain that the contract was not made to evade the President's Reemployment Agreement.

(6) If the contract was made after the employer signed the President's Reemployment Agreement, or for the purpose of evasion, the petition should be denied.

(7) The petition should also be denied if the contract is subject to change or termination at the will of the employer.

(8) If the petition indicates that mediation by the Board might lead to agreement between the employer and his employees, the Board should attempt mediation. This should be done by contracting the employees, or their representatives, and offering to mediate. If the mediation is successful, the Board may give permission to the employer to operate under conditions agreed upon by the employer with his employees.

(9) If the mediation fails, or if the Board finds that mediation is useless, the Board may give permission to the employer to operate under the existing contract.

(10) In any case where the Board believes that further mediation should be attempted, it should refer the petition, with a report on

the situation, direct to the National Labor Board, Washington, D.C. A report of this section should be sent to the Secretary of the District Recovery Board at the District Office.

(11) If a petition is denied or approved, one copy of the petition and contract with a report of the Board's action and reason therefor should be forwarded to the Secretary of the District Recovery Board at the District Office. The other copy of the petition and contract should be kept in the files of the Board.

(12) Where the petition has been denied because of the failure of the employer to attempt an equitable readjustment (4) above, the employer will be entitled to the Blue Eagle if he shortens the hours to the maximum, and keeps the weekly envelope intact. In this case the employee gets the same weekly wage he received under the union contract (provided that wage is over the minimum provided for the President's Agreement). If the employer later attempts to make adjustment, he will be entitled to petition again.

(13) If the petition is denied because the employer signed the union contract after signing the Agreement, or to evade the Agreement, he may earn the Blue Eagle only by keeping the weekly pay evelope intact, and conforming to the maximum hours provisions of the President's Agreement.

(14) If the petition is denied because the contract is subject to change or termination at the will of the employer, the employer will be entitled to the Blue Eagle only if he complies with all the provisions of the President's Agreement". (Also see "Contracts (Labor Union)" and "Paragraph #7, PRA", Appendix "G".)

E. STATE NRA COMPLIANCE DIRECTORS

In the Spring of 1934, after the PRA had been extended by Executive Order, the functions of Local NRA Compliance Boards relating to petitions for exceptions to the PRA were carried on by State NRA Compliance Directors. Although many Local Compliance Boards were retained after the establishment of State Directors, they acted for a time only in an advisory capacity, without authority to grant exceptions in the first instance.

E. VOLUME AND DISPOSITION

1. PRIOR TO ESTABLISHMENT OF LOCAL NRA COMPLIANCE BOARDS

Although the following figures are approximate, they cover very closely the volume of exceptions handled by NRA prior to the establishment of Local NRA Compliance Boards:

Approved (Usually as a result of personal interview)	100
Denied (Special consideration required)	500
Denied (Intervening Codes, substitution granted, deficiency in petition, 7 (a) cases, child labor cases)	24,200
Sent to Local NRA Compliance Boards	1,200
Total number received after approval by Trade Associations, etc.,	26,000

2. AFTER ESTABLISHMENT OF LOCAL NRA COMPLIANCE BOARDS

Denied (Intervening Codes, unanimously denied by Local Compliance Boards, termination of period involved, 7 (a) and Child Labor Cases,)	2,919
Denied (Special Consideration required)	697
Approved as presented	445
Approved after modification	1,014
Pending May 28, 1935	2
Total received from Local Compliance Boards and State Directors,	5,077

XI. GOVERNMENT CONTRACTS AND LOANS

A. AWARDING OF GOVERNMENT CONTRACTS OR LOANS CONTINGENT UPON COMPLIANCE WITH PRA OR APPROVED CODES

1. EXECUTIVE ORDER #6246

"(1) Contracts for Supplies. Every contract entered into within the limits of the United States --- by the United States or any of its agencies or instrumentalities ----------, except as set forth in the proviso under paragraph (a) below, shall provide and require that (a) The Contractor shall comply ----, if there be no approved code --- with the provisions of the President's Reemployment Agreement ------ without regard to whether the Contractor is himself a party to such code or agreement ----, (b) If the Contractor fails to comply with the foregoing

provisions, the Government may by written notice to the Contractor terminate the Contractor's right to proceed with the contract, and purchase in the open market the undelivered portion of the supplies covered by the contract, and the contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby.

(2) Disbursing Officers. No Disbursing Officer shall be liable for any payment made under the provisions of the foregoing Act (Public No. 67), or any Executive Order issued under Authority of that Act, or for the unobligated balance of any overpayment involved."

Executive Order #6246 cited above, in part, specified that Government Contractors may have their contracts with the Government terminated in the event they failed to comply with the provisions of the PRA, if there was no applicable code approved for their industry. In Executive Order #6646, dated March 14, 1934, the President, by virtue of authority vested in him as President of the United States specified that:

2. EXECUTIVE ORDER #6646

"(1 (a) All invitations to bidders hereafter promulgated by or in behalf of any executive department or independent establishment or other agency or instrumentality of the United States, including Government-owned and Government-controlled corporations-----, shall contain a provision to the effect that no bid will be considered unless it includes or is accompanied by a certificate duly executed by the bidder----- if engaged in any trade or industry for which there is no approved code of fair competition, then stating that as to such trade or industry he has become a party to and is complying with and will continue to comply with an agreement with the President under Section 4 (a) of the National Industrial Recovery Act. (Note: The PRA was promulgated under Section 4 (a) of the NIRA).

(1 (b) No bid which does not comply with the foregoing requirements shall be considered accepted.

(1 (c) All contracts and purchase orders authorized by any agency of the United States shall contain a provision to the effect that the party or parties awarded any such contract or purchase order shall comply-----if engaged in any trade or industry for which there is no approved code--------, then, as to such trade or industry, with an agreement with the President as aforesaid; and that the United States shall have the right to cancel any contract for failure to comply with such provision and make open market purchases or have the work called for by the contract otherwise performed, at the expense of the Contractor.

(1 (d) No agency of the United States and no Government Contractor or supplier shall hereafter accept or purchase for the performance of any contract or purchase order or enter into any subcontracts for any articles, material, or supplies in whole or in part produced or furnished by any person who shall not have certified that he is complying with and will continue to comply with------ in case there is no approved code for the whole or any portion thereof, then, to that extent, with an agreement with the President as

aforesaid.

(1 (e) The foregoing provisions of this order shall likewise apply to all contracts and purchase orders authorized by any State, Municipal Corporation, Local Subdivision, Person or Corporation, in connection with projects carried out or to be carried out, wholly or in part, with funds loaned or granted by any agency of the United States, and all contracts and agreements for the making of any such loan or grant shall contain a provision requiring the State, Municipal Corporation, Local Subdivision, Person or Corporation receiving such loan or grant, to comply with the provisions of the order: Provided,----------

(a) Any person falsely certifying as to compliance as aforesaid who submits any such proposal, bid, contract or subcontract, or accepts any purchase order, may be punished as provided in Section 10 (a) of the NIRA-----".

3. PUBLIC WORKS ADMINISTRATION REGULATIONS (PWA BULLETIN #51)

"(a) No bid will be received form any contractor---
---if there be no such approved code of fair competition, who has not signed and complied with the provisions of the PRA.

(b) No subcontract shall be let to any subcontractor
---- if there be no approved code---, who has not signed and complied with the PRA.

(c) Only articles, materials and supplies produced under----- the PRA shall be used by any contractor or subcontractor in performance of any work covered by the bid, except when the contracting officer certifies that this requirement is not in the public interest or that the consequent cost is unreasonable",.

B. RELIEF TO GOVERNMENT CONTRACTORS

On August 6, 1933, (NRA release #200) the President said: "It has been brought to my attention that in many instances hardship may be imposed upon employers who sign the PRA---, who have previously made contracts with the Government to supply goods or services at fixed prices which may be inadequate in view of increased costs caused by shortening hours or increasing wages in compliance with agreements or codes.

The policy of the Administration was stated in the statement which I issued upon signing the NIRA----, This policy was carried forward in the provision of Paragraph #12, PRA, under which those making this agreement with the President also agreed to 'make an appropriate adjustment of said fixed price to meet any increase in cost caused by the seller having signed the PRA--------'

The United States Government as a buyer of goods should be willing itself to take action similar to that recommended to private buyers. Therefore, wherever adjustment can be made under existing law, I shall recommend that they be made under authority now possessed by the Executive Department. I shall recommend that the next Congress, meeting in January, 1934, take action giving authority to the Executive Departments, under such safeguards

as the Congress may approve, and making any necessary appropriations to provide for recompensing such buyers who have in good faith and wholeheartedly cooperated with the Administration of the NIRA, and as a result thereof should equitably be allowed an increase in the prices of goods furnished in the interim in accordance with the terms of contracts entered into with the Government prior to June 16, 1933.

Because this same situation exists with regard to employers who have previously made contracts with States, Municipalities, or other local Governments, I further recommend to the Governors of the various States and to executives of Counties and Municipal Units that they take similar action to allow for equitable adjustments in such cases".

I. ACT PROVIDING RELIEF TO GOVERNMENT CONTRACTORS.

On June 16, 1934, the President fulfilled his promise of August 6, 1933 in approving Public Act No. 369, approved by the 73d Congress which provided relief to Government contractors whose costs of performance were increased as a result of compliance with the NIRA approved June 16, 1933, and for other purposes. In this connection it should be pointed out that such relief was authorized only in cases where compliance with the NIRA was established and where contracts were entered into with the United States prior to August 10, 1933 (see Public Act)No. 369, approved June 16, 1934, Appendix "H".)

XII. ENFORCEMENT OF THE PRA.

A. PUBLIC OPINION.

In signing the NIRA, the President said: "This law is a challenge to our whole people. There is no power in America that can force against the public-will such action as we require. But there is no group in America that can withstand the force of an aroused public opinion. This great cooperation can succeed only if those who bravely go forward to restore jobs have aggressive public support and those who lag are made to feel the full weight of public disapproval." (NRA Bulletin No. 1.)

In a general statement of policy and purpose of the PRA signed by General Johnson and Secretary of Commerce Roper, Chairman, Special Industrial Recovery Board, on July 20, 1933, it was stated: "There is no force here except conscience and opinion. This is an appeal to those good instincts of our people which have never been besought in vain. This is a test of patriotism. It is the time to demonstrate the faith of our fathers and our belief in ourselves. We are a people disciplined by democracy to a self-control sufficient to unite our purchasing power -- our labor power -- our management power to carry out this great National covenant with vigor, with determination but with calm composure and fair play which should always mark the American way." (NRA Bulletin #3).

This policy of basing enforcement of the PRA solely upon public opinion was followed during the entire period of its existence by General Johnson and the Administration.

To enable the public to do its part, the NRA emblem known as the"Blue

Eagle" was designed, printed and supplied to all signers of the PRA upon presentation of a signed certificate of compliance with the Agreement. Any person obtaining the Blue Eagle in the manner mentioned was permitted to display the emblem so long as he continued to comply with the Agreement and by so doing he indicated to the public that he was cooperating with the Administration in its effort to solve the problem of reemployment and therefore merited support of the public for his business.

B. SURRENDER OF THE BLUE EAGLE

By authority delegated to the Administrator by the President in Executive Orders #6173, #6205 and #6337, General Johnson specified that "when, in the judgment of the said Administrator or his duly authorized representatives, any person has failed to comply with said agreement or code, or when any person has improperly obtained said emblem, such person shall surrender said emblem on demand of the said Administrator or his duly authorized representative, and shall not thereafter display or use the same without the written permission of the said Administrator. Any person who violates any of the foregoing rules and regulations may be punished, as provided in Section 10 (a) of the NIRA, by a fine not to exceed Five Hundred Dollars ($500.00) or imprisonment not to exceed six months, or both." (Rules and Regulations concerning Display of NRA Emblem, October 17, 1933).

Reports from NRA field agencies and complaints received by NRA alleging non-compliance with the PRA, indicated that during the period of the President's Reemployment Drive (August and September, 1933), especially consumers and generally speaking employers themselves in most instances were ardent in their desire to see that the Agreement was observed; inquiry was made upon purchasing goods and if there was any doubt as to whether the establishment was operating under PRA provisions, patronage was refused. The public considered violation of the Agreement a crime and they felt that prompt, vigorous criminal action should be taken against the offenders.

The belief that criminal action should and would be taken against violators of the PRA was later enhanced by a misleading statement regarding "Rules and Regulations Concerning Display of NRA emblem" incorporated in NRA release #1239, dated October 17, 1933, which said "Violators of the PRA today face not only the loss of their Blue Eagles but also, as a result of an Executive Order issued by President Roosevelt, the same penalties - fines or imprisonment or both - provided by the NIRA for violators of permanent Codes of Fair Competition." In many cases the press opposed to the Administration and in some cases those favoring the Administration featured headlines inferring or stating that the Administration would subject PRA violators to fines and/or imprisonment penalties of the NIRA. This made it extremely difficult for the Administration to explain to complainants, the public and cooperating employers, that enforcement of the PRA rested solely upon removal of the Blue Eagle and public opinion, and as early as the Fall of 1933, public opinion in support of the PRA began to diminish.

The inability of the NRA to handle promptly the great volume of complaints alleging violations of the PRA because of the early centralized authority for removing the Blue Eagle delegated to the Administrator and

his authorized representative the National Compliance Board had a further demoralizing influence on public opinion. It is quite possible that decentralization of this authority to State NRA Compliance Directors at an earlier date might have materially assisted in maintaining Public support of the PRA.

C. TYPES OF VIOLATIONS AND DISPOSITIONS

1. MINIMUM WAGES AND MAXIMUM HOURS (PARAGRAPHS 2, 3, 5, 6, PRA).

(a) Restaurant:

(1) Hours worked - 49 to 56 hours per week, male and female.

PRA Maximum Hours applicable - Female 48, male 54 hours per week.

(2) Wages paid - meals and room only (no cash) to meals, room, laundry and $4.00 per week.

PRA Minimum Wages applicable - 26 cents per hour. Permissible to deduct a maximum of $3.00 per week for meals provided such was the practice prior to June 16, 1933.

(3) Disposition:

Violations Reported -- September 6, 1933 Blue Eagle ordered surrendered December 12, 1933.

(b) Baking Industry:

(1) Hours worked - up to 12 hours per day, 84 hours per week.

PRA Maximum Hours applicable - 8 hours per day, 50 hours per week.

(2) Wages paid - $16 to $20 per week.

PRA Minimum wages applicable - 30 cents to 40 cents per hour.

(3) Disposition:

Violations Reported -- February 14, 1934, respondent prosecuted February 26, 1934 under Pennsylvania State Labor Law for violation of Child Labor Act. Blue Eagle ordered surrendered May 15, 1934.

2. COMPENSATION FOR EMPLOYMENT (PARAGRAPH #7, PRA).

(a) Baking Industry:

(1) Union contract in force called for a 48-hour work week, time and a-half for overtime.

(2) PRA called for a 44-hour work week (machine baking) time and a-third for overtime (emergency).

(3) Respondent proposed to decrease work week from 48 to 44 hours, to increase wage rate on an hourly basis by 5 percent, and reduce overtime compensation to time and one-third.

(4) Interpretation No. 20 of Paragraph #7, PRA -- "Paragraph 7 prevents the reduction of compensation in excess of the minimum, whether it is paid by the hour, day, week, or month."

(5) Disposition:

October 3, 1933, complaint filed by local bakers union.

October 31, 1933, Denver Local Compliance Board recommended that the respondent's Blue Eagle be ordered surrendered.

Subsequent to December 14, 1933 the Labor Branch Compliance Division in recommending to the National Compliance Director that he discuss the case with the respondent's attorney stated that "according to the strict letter of the PRA and approved substitutions, the complainants in this case are right. An effort was made about the time this case arose to get from the General Counsel, a statement as to whether Interpretation No. 20, PRA was to apply rigidly in all cases, even in those where the wage rates were in the higher brackets. If silence may be taken for consent, Interpretation No. 20 applies throughout the whole scale of wages."

June 15, 1934 -- Case filed in closed file pending possible resurrection, as the Baking Code was approved and had become effective, and the National Compliance Board had previously ruled that it would not order the surrender of the Blue Eagle for a PRA violation after an applicable code had been approved.

CHAPTER IV
ADMINISTRATION OF THE PRESIDENT'S REEMPLOYMENT AGREEMENT

I. HEADQUARTERS (WASHINGTON, D. C.)

A. BLUE EAGLE DIVISION, NRA (August 10, 1933 to October 26, 1933)

As previously mentioned, General Johnson on or about July 22, 1933 appointed General Thomas S. Hammond, Executive Director, President's Reemployment Program to develop and promulgate its policies. General Hammond, on August 10, 1933, announced that the designation of his office would be "Blue Eagle Division, NRA". Confirming verbal instructions previously given, General Hammond, on August 23, 1933 announced that the newly established Blue Eagle Division, NRA was charged with the administration of NRA Bulletin #5, "The President's Reemployment Program", dates July 20, 1933, in which was incorporated the "President's Reemployment Agreement." (Also see "Blue Eagle Division, NRA", Appendix"B".)

Prior to the establishment of local NRA compliance Boards on or about September 1, 1933, the efforts of the NRA were directed to explaining and inducing employers to sign the PRA, and little attention was paid to administration. With the establishment of the Blue Eagle Division NRA, a number of sections were created for the purpose of carrying out preliminary administration functions.

1. EXECUTIVE SECTION

The Executive Section, Blue Eagle Division, NRA was created to clear all administrative matters regarding (1) decisions of policy either within the division or from the PRA Policy Board, (2) requests for expenditures of money, (3) personnel, (4) contacts with other governmental departments, (5) liaison contact with the 26 District Offices of the Department of Commerce (B.E.D.M. #1)

2. RECOVERY BOARDS SECTION

This Section was created to maintain contact with the field thru state and District Recovery Boards and Councils and Local NRA Committees (B.E.D.M. #1 and #10).

3. COMPLAINTS SECTION

To handle all complaints from the field as affecting operation of the PRA, including complaints relative to use of the Blue Eagle, a complaints section was established in the Blue Eagle Division. Complaints relative to the right to produce or production of the insignia were handled by the Insignia Section (B.E.D.M. #1 and #10).

4. REORGANIZATION (September 30, 1933).

Pursuant to NRA Office Order #35, September 10, 1933, the Blue Eagle Division, NRA, Mr. Frank Healy, Chief proceeded to consolidate and reorganize the Division to accomodate itself to the second phase of the Blue Eagle Campaign. To effect this reorganization, all Sections were abolished, effective September 30, 1933 and there remained only one main

function of the Division - the administration of the PRA thru Local NRA Compliance Boards, which included a supervision of State and District Boards, the creation of Local NRA Compliance Boards, the handling of recommendations and reports on complaints and petitions coming from Compliance Boards and the interpretation of the PRA and various substitutions thereunder (B.E.D.M. #13). Also see "Blue Eagle Division, N.R.A. Reorganization," Appendix "C".

Although all sections of the Blue Eagle Division, NRA were abolished on September 30, 1933, the branch of the division handling PRA complaints was referred to for convenience as the complaints section which was the successor to the original complaints section. In addition to handling complaints received direct from the complainants, complaints referred by the White House, and complaints which accompanied questionnaires returned to the Census Bureau; this Section handles PRA cases received from Local NRA Compliance Boards, which they had been unable to adjust.

5. PROCEDURE

(a) Complaints Not Considered by Local Compliance Boards.

Complaints received directly by the Blue Eagle Division were either referred to Local NRA Compliance Boards for investigation and recommendation as to their disposition, or a letter was addressed to the complainant advising that the allegations presented did not constitute a violation. In some cases the complainant was advised to secure additional evidence to support his allegations of non-compliance and to refer the matter to his Local NRA Compliance Board.

(b) Complaints Considered by Local NRA Compliance Boards.

Investigated cases involving alleged non-compliance with the PRA received from Local Compliance Boards were referred to trained analysts for analyzing and further recommended findings. In considering these cases the analyst was required to determine whether or not the Local Compliance Board had followed in detail the procedure for handling PRA complaints as outlined in NRA Bulletin #5, and to determine whether or not in his opinion the allegations constituted a violation of the PRA. In some cases, because of lack of evidence, the cases were returned to the Local Compliance Board or the complainant or respondent or both with a request to supply additional pertinent information and data.

In analyzing PRA cases the analyst was required to fill out a detailed complaint analysis form in which was incorporated pertinent information deemed necessary to establish a violation. These forms provided for the recommendation of the analyst as to the nature of action to be taken by the National Compliance Board. Each case was considered by three analysts, of which the writer was one, and then referred to the Division's Chief Assistant Counsel, Chief Counsel and the Chief of the Division before presentation to the National Compliance Board for final action.

6. TERMINATION (October 26, 1933, Office Order #40)

On October 26, 1933, the reorganized Blue Eagle Division, NRA became the Blue Eagle Branch of the Compliance Division established as of that date.

B. COMPLIANCE DIVISION, NRA (October 26, 1933 to August 29, 1935).

As previously mentioned the Blue Eagle Division, NRA, became the Blue Eagle Branch of the Compliance Division, NRA established on October 26, 1933. The Blue Eagle Branch, Compliance Division continued to administer the PRA until November 24, 1933 at which time it was amalgamated and consolidated into the Labor, Trade Practice and Administrative Branches of the Compliance Division pursuant to NRA Office Order #45.

Following the amalgamation and consolidation of the Blue Eagle Branch, administration of the PRA was handled by the (1) Labor Branch, charged with handling complaints of violation of PRA labor provisions and (2) Trade Practice Branch, charged with handling complaints of violations of all provisions of the PRA other than those involving labor provisions.

On April 12, 1934, the personnel and duties of the Labor and Trade Practice Branches were absorbed by the Analysis Branch, Compliance Division established on that day by NRA Office Order #85, and from April 12, 1934 to May 27, 1935, administration of the PRA was handled by the Analysis Branch, Compliance Division, NRA, through Local NRA Compliance Boards and State NRA Compliance Directors subject to approval of the Compliance Council, NRA and the Chief of the Compliance Division, NRA.

The procedure followed, in handling alleged violations of the PRA, by successors to the Reorganized Blue Eagle Division, NRA was in the main the same as that followed by the Blue Eagle Division.

C. NATIONAL COMPLIANCE BOARD

With the establishment of the National Compliance Board, NRA on October 26, 1933 (Office Order #40), the first real efforts were made to enforce the PRA. As mentioned under "Enforcement of the PRA" in Chapter III, enforcement of the PRA rested solely upon public opinion and removal of the Blue Eagle insignia in cases where violations of the Agreement were established to the satisfaction of the NRA Administrator. In establishing the National Compliance Board, General Johnson stated that its duties were to undertake further attempts at adjustments, recommended exceptions and remove the Blue Eagle in cases of complaints referred to it by the National Compliance Director.

Upon reference of cases of alleged violations of the PRA to the National Compliance Board by the National Compliance Director after the complaints had been analysed and digested by the Compliance Division, the Board set a date for hearing and so notified the respondent advising that he would be given an opportunity to be heard in person or be represented by counsel or both, although this was not necessary. After hearing the case the Board, in the event the members felt the data submitted warranted such action, recommended that the respondent make certain adjustments and if such adjustments were not made within a specified time, the respondent was ordered, by telegram over the Administrator's signature to surrender his insignia to the local postmaster. The local postmaster was also advised of the Board's action,

however he was not requested to demand or take any action toward obtaining the Blue Eagle. The above procedure in administering the PRA was followed by the Advisory Council, Compliance Division, the Compliance Council, NRA and the Regional Councils, successors to the National Compliance Board, except orders for removing the Blue Eagle in cases heard by Regional Councils, which went out over the signature of the Regional Director. Appeals against removal of the insignia were heard by the NRA Industrial Appeals Board.

D. ADJUSTMENT OF PRA COMPLAINTS AND RESTORATION OF THE BLUE EAGLE.

Restoration of the Blue Eagle insignia was contingent upon application by the respondent and a satisfactory adjustment of all complaints. Before a complaint was considered adjusted or the Blue Eagle was restored, the respondent was required to fulfill the following requirements:

(1) Reinstate any or all employees discharged for registering complaints.

(2) Make full restitution of back wages due, calculated on the basis of the correct wage specified in the PRA, in cases where a lower wage had been paid than that provided in the Agreement. If necessary, the respondent was permitted to make such payments in installments provided he gave a promissory note or judgment note or posted other forms of security. In cases where there was some question as to the ability of the respondent to pay, the case was referred to the State Adjustment Board for their consideration with a view to compromising at a lower figure in the event the employees would not obtain anything if such a compromise was not made. Where it was impossible to secure evidence as to the exact amount due, the credibility of the complainant and respondent were weighed. It was pointed out that any civil rights the employee had regarding payment of back wages were not prejudiced by the State Adjustment Board's approval of less than 100% restitution.

(3) As a rule the National Compliance Board required that at least time and one-third be paid for all time worked in excess of the maximum hours specified in the PRA or approved substitution thereto unless a definite rate for such overtime was provided.

II. FIELD

A. LOCAL MEDIATION BOARDS

In a radio address, August 23, 1933, General Johnson announced the second phase of the President's Reemployment Program which he characterized in the following language, "The next effort will be to mop up the abuses and all the energy that has been expended in the first month of explanation will be turned on this second task of cleaning up chiselers." The need for this second phase had been driven home in many ways - consumers and employers forwarded thousands of complaints to NRA, charging noncompliance on the part of the PRA signers; telegrams and letters were forwarded to NRA by Local NRA Committees from all over the country requesting among other things, authority to (1) organize Arbitration Boards, (2) act as they deemed advisable to enforce the PRA or (3) remove the

Blue Eagle in cases where the signer had failed to comply, or was delaying compliance, but meanwhile was displaying the Blue Eagle.

On September 2, 1933, General Hammond announced that deliberate wilful "chiseling" would not be tolerated, that it was felt the time had come and it was planned to set up local Mediation Boards in each community in which there was a Local NRA Committee. It was at first contemplated that all complaints against consumers or employers would be registered with Local Mediation Boards for the purpose of inducing compliance by education, conciliation and mediation as far as possible. (B. E. Letter #6); The life of Local Mediation Boards as such was of short duration, as the name was changed to Local NRA Compliance Boards on September 11, 1933.

B. LOCAL NRA COMPLIANCE BOARDS (September 11, 1933 to June 15, 1934)

1. ORIGIN

In a letter dated September 11, 1933, adressed to NRA Local Committee Chairmen, General Johnson stated "We must secure 100% compliance with the PRA by all employers now under the Eagle. To accomplish this speedily and effectively, you are hereby requested to establish in your community an NRA Compliance Board."

2. PURPOSE

The duties of Local NRA Compliance Boards were education, conciliation and mediation in handling (a) complaints of noncompliance with the PRA; (b) petitions for exceptions under Paragraph #14, PRA (See "Exceptions to the PRA-Local NRA Compliance Boards"); and (c) petitions for permission to operate on the longer hour schedule of existing union contracts, instead of the maximum hours of the PRA (See "Exceptions to the PRA - Local NRA Compliance Boards"). Local NRA Compliance Boards had no powers of enforcement except upon express directions from Washington, they were local representatives of the NRA and were not affiliated with any other organization.

3. ORGANIZATION.

In organizing a Local NRA Compliance Board, the Local NRA Committee Chairman was instructed to:

(a) Convene immediately and act as chairman of a nominating committee composed of individuals representing the interests of labor, trade, industry and the consumer, for the purpose of naming the members of the Compliance Boards. To secure the proper representation the heads of the following organizations were appointed members of the nominating committee: Chamber of Commerce, Retail Merchants Association, Manufacturers Association, some representative labor organization, Federation of Women's Clubs, and the local Bar Association.

(b) Upon convening the nominating committee, the Chairman advised them that they had been called together for the sole duty of naming the 6 members of the Local Compliance Board.

If it was deemed advisable and more expedient to form a county compliance board, such was permissible provided the consent and cooperation was obtained of all the other towns in the county which had previously been requested to form Compliance Boards.

4. REPRESENTATION

(a) Employee in Industry - A truly representative employee in industrial labor, if there was an industry in the community, elected for his leadership, intelligence and standing in the community and among his fellows.

(b) Employee in Retail or Wholesale Trade - A truly representative employee in retail or wholesale trade in the community.

(c) Employer in Industry - A truly representative industrial employer, if there was an industry in the community.

(d) Employer in Retail or Wholesale Trade - A truly representative employer in the retail or wholesale trade in the community. Both employer members should have been men who had been leaders in the NRA movement.

(e) Consumer - A representative of the consumers in the community preferably a woman with no direct interests or connection with Trade or Industry other than those of a consumer.

(f) Legal - A lawyer in good standing with the State Bar Association and in the community, selected for his leadership in the profession.

5. PERMANENT CHAIRMAN

As soon as the appointment of the Board was completed, the Legal Member, as Chairman pro tem, was notified and instructed to call the first meeting of the Board immediately, for the purpose of naming a seventh member as permanent chairman. The permanent chairman was required to have administrative and organizing ability and mature judgment, he should enjoy

the respect of the entire community, and was required to be free from any connection - political, financial, or otherwise - which would cast any doubt on impartiality of his decision. It was further suggested that retired leaders of commercial or professional life be considered for this nomination. Immediately upon completion of the Board organization and appointment of the permanent Chairman, he was instructed to so notify the Executive Section, Blue Eagel Division, NRA to enable them to furnish the Board with detailed instructions with regard to procedure and confirmation or modification of the nominations. The term of appointment was originally for 45 days. Approximately 4100 Local Compliance Boards were organized and functioned.

6. NATURE.

There was no provision made for allowance of salaries or expenses to Local Compliance Boards by the Federal Government other than the extension of the franking privilege for all official communications. On October 21, 1933, General Johnson advised that arrangements had been made with the Federal Employment Relief Administration so that relief workers could be supplied to Local Compliance Boards upon request. These workers were to be paid from the emergency relief fund (C. B. Letter #8). Because all State and Local CWA projects expired on March 31, 1934, the use of relief workers was discontinued. In the main Local NRA Compliance Boards functioned without Federal aid, and although they did a remarkable job as a whole, better results might have been obtained if they had been properly staffed and allowances made for salaries and expenses.

7. PROCEDURE FOR HANDLING COMPLAINTS OF NONCOMPLIANCE WITH THE PRA

Local NRA Compliance Boards were not councils of inquisition or compulsion. Their function was primarily to be of service to all employers, who had signed the PRA, by keeping them informed of the meaning of the Agreement and the individual employer's obligations under it. As a guide to be used by all Local Compliance Boards in handling complaints alleging violations of the PRA, General Johnson and the Special Industrial Recovery Board issued the following regulations, which were published in NRA Bulletin #5,"Regulations on Procedure for Local NRA Compliance Boards", dated September 12, 1933:

"(a) Receipt of Complaints.

(1) All complaints must be presented to the local NRA Compliance Board (hereinafter called the 'Board') in the Employer's community. All complaints should be in writing and signed by the person making the complaint (hereinafter called the 'complainant').

(2) The legal member of the Board should be designated as secretary to the Board and should be charged with the duty of receiving and examinging all complaints. He should reject all those in which the facts as stated, if true, do not constitute noncompliance with the President's Agreement. If he is in doubt as to whether or not the facts stated, if true, do constitute noncompliance, he should request a ruling from NRA through the Secretary of the District Recovery Board at the District Office on the stated facts.

(b) Notice to Employer of Complaint.

(1) The Employer should be notified of the complaint. It is very important that this notice be made in the proper manner. In many instances, mere notice of the fact that a complaint has been filed will be sufficient to induce immediate compliance. The whole tone of any notification, whether written, telephonic, or personal, should be that of assuming that the Employer is complying and that the complaint is due to some misunderstanding, which the Employer can clear up by explaining the situation to a representative of the Board. The employer should not be given the name of the complainant unless the Employer requests it and the complainant agrees.

(2) In no event should the fact that a complaint has been filed against an Employer be made public.

(c) Education.

(1) Since in the notice to the Employer the offer is made to explain the President's Agreement to him, this explanation should be made at the time of giving the notice, if telephonic or personal, or, if the notice was written, by personal interview. These interviews should not be before the whole Board. The legal member or other member or representative of the Board should contact the Employer, informally, for the purpose of clearing up any misunderstanding in the Employer's mind as to the application of the President's Agreement to him.

(2) If the volume of cases before the Board is so great that the members of the Board are not able to conduct these personal interviews themselves or where it is impossible for it to handle all cases with necessary dispatch, it may be necessary for the Board to expand. Much of the volume of work on complaints can be handled by appointing representatives of the Board to contact the Employer before the hearing in an effort to induce voluntary compliance by explanation and conciliation. These representatives should be appointed by a majority of the Board and operate under the direction of the legal member. They should be selected for their tact and knowledge of the PRA. Persons with some legal training should be considered for such appointments. In no case may these representatives be used as investigating agents. Their function should be to help the Employer, to understand his obligations, not to cross-question nor intimidate him.

If the number of cases which have to be heard by the Board, sitting as a single body, becomes too great, the Board may appoint seven more members, representing the same interests and filling the same requirements as members of the original Board. In great cities it may be necessary to appoint several of these boards. They should operate as departments of the original Board and should be responsible to it so that there is uniformity of treatment.

In any case where the Board is expanded by the appointment of additional members (as distinguished from representatives) such appointments should be reported to NRA in Washington for confirmation or

modification. A duplicate of this report should be mailed to the Secretary of the District Recovery Board at the District Office.

(3) The Board member or representative should make every effort to induce compliance by conciliation and explanation. The Employer should be furnished with copies of these regulations and other official explanatory releases of NRA on the President's Agreement. If it appears that the reason for noncompliance is unavoidable hardship, the Employer's Remedy of Exceptions under paragraph (14) of the President's Agreement should be explained to him.

(4) If an understanding cannot be reached by this method, the Employer should be given an opportunity to state his case before the entire Board.

(5) If an Employer claims that he has a stay of certain provisions because of the fact that he has had a petition approved by a trade association, chamber of commerce, or other organization, the Board should check this by contacting the organization. If the organization still has the petition it should be turned over to the Board. The Board will then consider it as an original petition. In some cases the organization may have given the Employer to understand that the petition had been finally approved. There has never been any authority from NRA for such final approval. However, if it would be a serious injustice to the Employer to reverse this unauthorized approval, much weight should be given to this fact. If the petition has already been forwarded to NRA in Washington this fact should be immediately communicated to the Compliance Board Section, Blue Eagel Division, NRA, Washington, D. C. Pending a report from Washington the petitioner may continue to operate under the provisional stay.

(d) Notice of Opportunity to Appear Before the Board.

Notice of opportunity to appear before the Board and state his case shall be mailed to the Employer in a franked envelope. In no event shall this notice be made public unless the Employer chooses to do so himself. A copy of these regulations and other material mentioned in paragraph 4 (c) should be attached to this notice, if the employer has not already been furnished such material.

(e) Hearing.

(1) The employer may not be forced to appear before the Board. The Board should keep in mind at all times that he is there voluntarily and should govern its attitude toward him accordingly. The proceeding must not take on the character of litigation or of inquisition.

(2) Although the Employer may be represented by counsel, if he so desires, there is no necessity for this. The Employer may not be forced to answer questions. In fact, it should not be found necessary to ask any questions except as an aid to the Employer in making his voluntary statement. No questions should be asked except those strictly

necessary to determine whether or not the Employer is complying. This hearing should not be taken advantage of as an opportunity to pry into a man's business. The Board has no power to compel the attendance or examination of witnesses, or to compel a submission of books or other papers to the Board. If the Employer takes the position of 'standing on his constitutional rights' or 'refusing to answer questions because they might tend to incriminate him,' it should be explained to him by the legal member that the President's Reemployment Agreement is not a statute to be enforced by law but a voluntary individual covenant.

It should be assumed that if the Employer is acting within the spirit of the Agreement, he will be ready and willing to come forward with a frank statement of his position in order to clear up any misunderstanding. However, it should be explained further, that a refusal to answer a question will be considered contrary to the spirit of the Agreement if the answer to the question would determine whether or not the Employer was complying. Such a refusal should be noted by the Board in making its report to NRA.

(f) Decision by the Board of Action to be Taken.

(1) All the decisions of the Board should be arrived at by majority vote. All members of the Board should be given an opportunity to approve or disapprove all decisions (whether on complaints, exceptions, or union contracts). All reports should bear the signature of all members, who should indicate thereon their approval or disapproval.

(2) The facts, as found, may vary from the facts as stated in the original complaint. If this is the case and there has been no decision by NRA on the same facts, a ruling should be obtained through the Secretary of the District Recovery Board at the District Office. On this ruling the Board should base its decision.

(3) If the Board decides that the Employer has been complying with the Agreement, the case should be dropped, and the Employer should be furnished with a Letter of Compliance, which he may display near his NRA insignia.

(4) If the Board decides that the Employer has not been complying with the President's Agreement, the Employer should be notified of the facts which the Board has decided constitutes noncompliance. He should then be given an opportunity to state that he will rectify the conditions which constituted noncompliance in his case immediately, and that he will report to the Board when he has complied. If after such a report the Board is satisfied that the Employer is complying, he should be given a Letter of Compliance.

If the Employer refuses to comply after being given an opportunity to rectify the conditions which constituted noncompliance in his case he should be told that the Board is forced to report the facts of his case to NRA and to recommend that the proper Federal authority be directed to remove his Blue Eagle.

If after an Employer has received a Letter of Compliance, a second complaint is filed on the same grounds of noncompliance as the first; and the Board, after a hearing finds that the Employer has been willfully not complying the Board should send its recommendation to remove the Blue Eagle to NRA without giving the Employer another chance to comply and report.

(5) The Employer should be given the opportunity to submit a written statement of his position to the Board, if he so desires. This statement must accompany the Board's report to NRA.

(6) If a bona fide complaint has been filed and the Employer notified of this fact, but the Employer refuses to see the Board member or representative, or to make a statement to the Board, the Board should report these facts to NRA with the recommendation of the Board.

(g) Reports, Recommendations, and Records.

(1) All reports for information and all reports and recommendations with regard to complaints, should be mailed to the Secretary of the District Recovery Board at the District Office.

(2) The report should include: the original complaint; a signed certificate by the legal member, or other appropriate authorized representative that, notice of complaint was given the employer, the employer had his obligations explained to him and was supplied with these regulations and other explanatory material, the employer was given a notice of opportunity to be heard; a summary of the Employer's statement to the Board, if he made one; which should be signed by the legal member of the Board, and by the Employer, if he is willing; if the employer declined to make any statement or refused to sign any statement made such facts should be noted; and any additional facts which the Board considers to be the point.

(3) The Board should include a recommendation of the action to be taken in each case in which a majority has decided that there has been noncompliance. It should be signed by all members of the Board voting in the majority.

In addition to the majority recommendation, the dissenting minority should submit a signed recommendation, together with a statement of the reasons for their dissent.

(4) In addition to the reports submitted in each individual case of noncompliance, Progress Reports will be requested from time to time by the Secretary of the District Recovery Board. For this reason the Board should keep a record of all complaints, and the disposition of each.

In all cases where a hearing has been had, and a decision of compliance made, a record should be kept of the Employer's statement, and the reasons why a finding of compliance was made.

In all cases where a finding of noncompliance was made, but the Employer agreed to comply immediately, a record should be kept, so that if the Employer does not comply, or fails to comply in the future, his previous record will be available.

(h) Files.

The files of the Board on complaints should not be open to the public.

8. DURATION

Although the original term of appointment of members of Local Compliance Boards were for a period of 45 days, they were requested to continue until further notice.

According to Executive Order #6433-A, creating the National Emergency Council, and as amended by Executive Order #6512, dated December 16, 1933, all NRA volunteer field agencies were to be abolished, effective January 16, 1934. Because it was desirable and necessary to defer the abolition of such volunteer agencies at that time, The President on January 16, 1934 ordered that the effective date for abolition of volunteer field agencies be, deferred, and that they should continue to function until they are abolished by the Executive Director, N.E.C. (Executive Order #6561).

Upon authorization by the Executive Director, NEC,(*) General Johnson, on June 15, 1934, abolished the Local NRA Compliance Boards, and their functions and duties were performed by State NRA Compliance Directors.

C. STATE NRA COMPLIANCE DIRECTOR.

On January 12, 1934 the National Emergency Council, created on November 17, 1933 (Executive Order #6433-A) to coordinate the functions of the various emergency agencies, announced the names of the State Directors responsible for NRA Code Compliance within their respective States. An office was established, under the supervision of the NEC State Director in each State, which performed along State lines, the same functions as were performed by District Compliance Directors (formerly managers, District Offices, Department of Commerce) appointed as such by General Johnson on October 19, 1933.

The work of State Directors of the NEC also later called State NRA Compliance Directors included liaison work with the Local NRA Compliance Boards in each State. The District Compliance Directors were appointed Executive Assistants to the State Directors and in some cases they were later appointed State NRA Compliance Directors.

With the abolishment of Local NRA Compliance Boards on June 15, 1934 the State NRA Compliance Directors were made responsible for

(*) Information received from General Council to the Executive Director, NEC.

the Administration of the PRA. Complaints arising under the PRA were handled in the same manner as those arising under approved codes. Petitions for exceptions from PRA provisions were in most cases submitted first to the proper Local Adjustment Board for their recommendations, although this was not necessary, however, the excepted provisions did not become effective until the Local Adjustment Board's recommendations were approved by the State Director. As in the case of Local Compliance Boards, final decision on all petitions for exception from PRA provisions rested with NRA in Washington, and all such petitions were to be submitted to Washington with the recommendations of the Local Adjustment Board if any and the State Director.

In some cases PRA cases were heard by the State or Local Adjustment Boards or both before being referred to Washington for final action, although this procedure was not required.

Violators of the PRA were subject only to the penalty of removal of the Blue Eagle by the National Compliance Board and its successors the Advisory Council, Compliance Division, NRA; the Compliance Council, NRA and later the Regional Councils. State Directors were never authorized to remove Blue Eagles for PRA violations, nor were they authorized to refer PRA cases to U. S. District Attorneys for prosecution.

D. REGIONAL ADMINISTRATION

1. ORIGIN.

In a memorandum dated December 8, 1934, Mr. Sol A. Rosenblatt, Director of Compliance and Enforcement authorized the Chief of the Compliance Division (Mr. L. J. Martin), in order to increase the effectiveness of Compliance Administration and Enforcement, to take all steps necessary to establish and administer a system of Regional Administration along certain lines, subject to Mr. Rosenblatt's general supervision and direction. This proved to be necessary as the two Compliance Councils were unable to handle the large volume of PRA and code cases that had accumulated.

2. REGIONS

By January 1, 1935 or shortly thereafter, the Chief of the Compliance Division pursuant to authority vested in him by the Director of Compliance and Enforcement, divided the United States into 9 regions as follows, each Region headed by a Regional Director appointed by Mr. Rosenblatt, but subject to direct supervision of the Chief of the Compliance Division.

Region	Regional Director	States
#1	Merton L. Emerson	Mass., Me., N.H., R.I., Vt., Conn., Boston, Mass.
#2	Anna Rosenberg, New York, N.Y.	New York and New Jersey
#3	G. R. Parker, Washington, D.C.	Del., D.C., Md., Pa., N.C., Va.
#4	W. L. Mitchell, Atlanta, Ga.	Ala., Fla., Ga., Miss., Tenn., La., S. C.
#5	Benedict Crowell, Cleveland, O.	Ky., Mich., Ohio., W. Va.
#6	C. F. Rumely, Chicago, Ill.	Ill., Ind., Mo., Wisc.
#7	A. F. Cook, Omaha, Neb.	Colo., Ia., Neb., N.D., S.D., Minn., Wyo., Kan.
#8	Ernest L. Tutt, Dallas, Tex.	Ark., N.M., Okla., Tex.
#9	Donald Renshaw, San Francisco, Calif.	Calif., Ariz., Ida., Mont., Nev., Oreg., Wash., Utah.

3. FUNCTIONS AND POWERS OF REGIONAL DIRECTORS

The functions and powers of the Regional Directors were:

(a) To direct the activities of NRA with regard to compliance administration and to cooperate with the Litigation Division in its activities.

(b) To direct the activities of the State NRA Compliance Directors in their Region with authority (in addition to the other powers herein conferred) to exercise any of the powers that have heretofore been conferred upon State Directors.

(c) To withdraw and restore the right to display the Blue Eagle, after consideration of the recommendations of their Regional Compliance Council.

(d) To refer cases of noncompliance through the member of the Litigation Division assigned to their office to the proper United States Attorney, with the request that civil or criminal proceedings, or both, be instituted pursuant to Section 3(c) and 3(f) of the NIRA. This did not deprive State Directors of the authority heretofore conferred upon them in this regard. (Note: This did not apply to the PRA.)

4. REGIONAL COMPLIANCE COUNCILS.

A Regional Compliance Council was established in each of the nine regions to hear and consider cases of alleged violations of approved codes and the PRA. Regional Councils were organized along the same line as the Compliance Council, NRA, each council consisted of a labor representative, a representative of industry and an impartial chairman.

Subsequent to the establishment of Regional Councils, the State Compliance Directors referred all cases alleging violations of the PRA which they were unable to adjust, to the proper Regional Director and Regional Council for final disposition.

Although the Regional Director upon recommendation of the Regional Compliance Council had authority to withdraw and restore the right to display the Blue Eagle, neither the Regional Director nor the Regional Compliance Council except Region #3 were authorized to interpret the PRA or consider exceptions to the Agreement authorized under Paragraph 13. Such matters were referred, for final disposition, to the Compliance Division, NRA and the members of the Compliance Council, Region #3 in Washington. This was necessary to maintain uniformity of policy. All PRA cases which had been previously handled by the Compliance Council, NRA in Washington were referred to Region #3 Compliance Council; the successor to the Compliance Council, NRA; for final disposition or restoration of the Blue Eagle in cases where the respondent had been ordered to surrender the insignia.

CHAPTER V

RESULTS AND ACCOMPLISHMENTS

I. SIGNATORIES TO THE PRA

According to the final report (week ending April 28, 1934) received from NRA Field Offices 2, 317, 838 Agreements were signed, affecting 14,762,029 employees. According to General Johnson, 96% of Commerce and Industry were brought voluntary under the NIRA by the PRA. This does not necessarily mean that 2,317,838 employers signed the Agreement as in some instances the PRA was signed by Branch Managers for their respective branches. From the same source it was reported that 2,261,766 Certificates of Compliance with the PRA were signed. Subsequent to April 28, 1934, there were very few if any additional signatories to the PRA.

II. EMPLOYMENT AND PAYROLLS

A census of all employers taken by the Statistics Section of the Research and Planning Division, NRA, during the latter part of 1933, revealed that employment in the United States had increased from 10,868,004 in June, 1933, to 12,564,344 in October 1933, or 15.6%; while weekly payrolls had increased from $238,458,411.00 in June, 1933 to $282,613,470.00 in October, or an increase of 18.5% during the same period the weekly income per worker increased from $21.94 to $22.49 (*). It will be noted that the data has been tabulated by States. The Statistics Section, NRA, is now engaged in making further checks on the above data and tabulating the data by industries, and it is planned to incorporate complete data broken down by States and Industries in the final report.

In the "NRA-PRA Census" mentioned above, an attempt was made to obtain reports from all employers, some 2,500,000 card questionnaires were mailed, approximately 900,000 or 36% were returned.

III. COMPLIANCE

The Field Section, NRA, reports that approximately 600 cases on non-compliance with the PRA were docketed in NRA. A total of 184 employers operating under the PRA were ordered to surrender their Blue Eagle insignia. Upon application by employers who were ordered to surrender the Blue Eagle and after the complaints of non-compliance with the PRA had been satisfactorily adjusted, NRA restored the right to display the insignia to 32 employers.

(*) The results of the above "NRA-PRA Census" have been incorporated in "PRA Census-Tabulation by States, Employment and Payrolls -- June, October, 1933," on page 224.

CHAPTER VI

PROBLEMS

I. POLICIES AND INTERPRETATIONS

A. DELAY IN DEVELOPMENT AND PROMULGATION

As previously mentioned the Administration was forced to do something immediately to avert a new collapse in Trades and Industry during the Summer of 1933. The President's Reemployment Program and the PRA were launched one month after the approval of the NIRA, before ample time had been afforded to determine in detail proper policies. It should also be pointed out in this connection that as the Administration had no criterion to follow, the PRA was necessarily an experiment, which resulted in many conflicts, revisions and ambiguity in policies and interpretations. It was physically impossible for the PRA Policy Board as a Board to act on all interpretations required to answer the thousands of questions that arose immediately after the launching of the campaign; therefore, many were made by the Council to the Board and by the Chief and staff of the Interpretation Section, Blue Eagle Division, NRA.

B. FEAR THAT IT WAS IMPOSSIBLE TO COMPLY AND STAY IN BUSINESS

Even though Paragraph #14, PRA provided for relief in cases of individual great and unavoidable hardship, many employers at first hesitated to sign the Agreement, because of fear that they could not comply, or because they did not understand just what was expected of them regarding wages and hours. This problem was solved through education.

C. FEAR THAT THE PRESIDENT MIGHT EXERCISE THE POWER DELEGATED UNDER SECTION 10 (b) NIRA

Early Report received by PRA indicated that many employers were hesitating to sign the PRA because of fear that, under Section 10 (b), NIRA, the President might exercise his power to cancel or modify any order, approval license, rule or regulation issued and thereby change the terms of the Agreement.

In answer to this problem, General Johnson, on August 5, 1933, said:

> "In the first place I question the validity of this interpretation of the N. I. R. A. The right to cancel or modify his own action does not imply any grant of power to the President to change the obligation entered into by a person who has signed an agreement with the President. Certainly it is unthinkable that the President would ask employers to sign agreements reserving to himself the power to rewrite the agreement and then hold the other party bound by an obligation he never assumed. Indeed it is surprising to think that anyone

should impute any such intention to the President".

D. FAILURE OF SUBSTITUTIONS TO THE PRA TO DEFINE MEMBERSHIP AND EMPLOYEES

Except in a few instances the Substitutions to the PRA approved for various trades and industries failed to define the membership of an industry and to classify numerous employees. An excellent example of this problem will be found in the case of the Tovrea Packing Company, involving their slaughter house near Phoenix, Arizona. Adjacent to its slaughter house, the appellant maintained concentration corrals into which cattle for slaughter were concentrated after they had been fattened and conditioned. In addition to the concentration corrals, the appellant operated feed lots where cattle arriving from theranches were kept from three to six months, until they were in proper condition for slaughtering. Three of these feed lots were located from five to 70 miles from the slaughter house, the fourth was adjacent.

The duties of the feeding lot employees consisted solely in feeding and caring for the cattle, none performed duties in the slaughterhouse, packing plant or in concentration corrals. The appellant contended that such employees should be classified as agricultural employees, and therefore not subject to the provisions of the PRA.

On July 23, 1934, the Compliance Council, NRA voted unanimously that employees in feed lots adjacent to packing plants be classified as industrial employees, and that as such, the PRA wage and hour provisions would apply. Subsequently the Tovrea Packing Company appealed to the NRA Industrial Appeals Board, the above decision of the Compliance Council NRA and its subsequent modification of February 18, 1935, making it retroactive to July 23, 1934. On April 12, 1935, the NRA Industrial Appeals Board recommended that the ruling of the Compliance Council which classified the Appellant's workers in its concentration and feeding lots in Phoenix, Arizona, as industrial workers be modified so as to classify the workers in the feeding lot as agricultural employees and, therefore, relieve the appellant of the obligation to comply with the provisions of the PRA in regard to its employees at this feeding lot. Before final action was taken on the recommendation of the Industrial Appeals Board the Supreme Court rendered its decision on NRA and no further action was taken on this case.

E. FIELD AGENCIES

As previously pointed out, the Recovery Boards (State and District) and the Local Compliance Boards operated on a voluntary basis, generally speaking no Federal or local funds were made available for reimbursing the members and the personnel of their offices. Although in the main, the Local Compliance Boards did a remarkable job, it is reasonable to suppose that better results would have been accomplished if provisions had been made by the Government to enlarge their staffs and at least reimburse their employees. In some cases the personnel of the Local Compliance Boards were not properly selected and given

ample training.

F. DIFFICULTY AND FAILURE OF FIELD AGENCIES TO ESTABLISH ALLEGED VIOLATIONS

In some cases it was practically impossible to establish alleged violations because the complainants refused to permit the use of their names through fear of losing their jobs. Executive Order #6711, May 15, 1934, authorizing the application of fines and/or imprisonment prescribed in Section 10 (a), NIRA, to employers subject to a code who dismissed or demoted any employee for making a complaint or giving evidence with respect to any alleged violation did not apply to employees operating under the PRA by the National Compliance Board and its successors and they required that any employee dismissed or demoted for reporting alleged violations must be reinstated before any case would be considered adjusted.

Many cases were referred to Washington for action which had not been properly considered by the Local Compliance Boards as required in NRA Bulletin #5, and in numerous instances the alleged violations were not established.

G. CENTRALIZATION VS DECENTRALIZATION OF ENFORCEMENT

Until the establishment of Regional Administration in January 1935, all NRA Field Agencies, as far as the PRA was concerned, operated in an advisory capacity only. Therefore, all cases of alleged PRA cases were required to be forwarded to the Compliance Division, NRA, Washington, for final action and removal of the insignia whenever warranted. This policy created considerable delay acting on the cases and undoubtedly had considerable bearing on non-compliance.

H. PUBLIC OPINION SOLE BASIS OF ENFORCEMENT

Many people feel that Public opinion was not sufficient to enforce the PRA. The writer is of the opinion that "Public Opinion" is sufficient provided the program is not burdened with complicated, ambiguous, multitudinous and conflicting rulings and interpretations, and provided adequate machinery is set up to educate, administer and act promptly on alleged violations.

CHAPTER VII

CONCLUSIONS AND RECOMMENDATIONS

I. THE PRESIDENT'S REEMPLOYMENT AGREEMENT

It is doubtful whether any other plan having the same objectives as those of the PRA would have been more effective. The Agreement undoubtedly shortened the time required to bring members of trades and industries under codes of fair competition by indirectly persuading them to submit codes for approval. It was important in furthering the policy adopted under the Act of preventing the employment of children. It increased employment through the shortening of hours and this increase in employment was not effected in most instances at the expense of wages. In fact, the statistics gathered on the results of the Agreement indicate not only that total weekly payrolls were increased but that generally there was an increase in the weekly earnings of the worker. Incidentally, the foregoing tended to equalize competition between interstate and intrastate commerce and allayed the development of competitive inequalities between codified and uncodified industries by establishing a rule or standard for labor conditions in all trades and industries in all localities at the same time. While this standard was affected by the granting of substitutions for provisions of the Agreement, nevertheless, there was undoubtedly an equalizing of conditions as to hours and wages generally.

The Agreement also prepared enterprises for codes, revealed some of the special problems of trades and industries and helped, at least for a time, in maintaining public opinion favorable to the Administration's reemployment drive. In short, it more than fulfilled the Administration's expectations.

II. PROMULGATIONS, POLICIES, ADMINISTRATION AND ENFORCEMENT

Discounting the declared National emergency and need for immediate action, experience has indicated that haste should be avoided in launching such a plan as the President's Reemployment Agreement. Wherever possible the wording of such agreements should be simplified and the statements be specific rather than general and thus reduce to a minimum the necessity for making interpretations and explanations.

Before launching the plan, policies should be clearly established and defined; adequate machinery should be set up to educate those expected to enter agreements as to what is expected of them and to administer and secure compliance with the agreements.

In the light of NRA experience the use of insignia available for display by those who cooperate seems effective in aiding in the attainment of objectives as long as public opinion remains actively favorable, but it must be recognized that the boycotting aspect of the use of insignia presents important questions of policy.

The advisability of using voluntary organizations for administration and for securing compliance is questionable because under such circumstances, the agencies are apt to be understaffed and full time cannot be devoted to the work. Any personnel engaged in such work should have adequate training.

APPENDIX I

FURTHER RESEARCH

Due to limitations of time in the development of this study it has not been found possible to give adequate attention to all aspects of a subject as broad in scope as was the President's Reemployment Agreement. There is set forth below a list of subjects suggested for further research. While some of them have been dealt with in this report to the extent that circumstances permitted, the treatment has not been as thorough as otherwise might have been possible.

The list of subjects is as follows:

1. The development of the plan for the Agreement.
2. The origin and development of certain policies and interpretations.
3. The effect of the Agreement upon employment in industries whose individual members continued under it because codes were not approved for their industries.
4. Details of the administration of the Agreement, particularly in respect to problems arising under it.
5. Compliance with the Agreement as compared with compliance with codes, which would necessitate a study of compliance in selected industries, the primary object being to determine the possibilities of maintaining labor standards by voluntary agreements.
6. The effects of the Agreement, especially on wages and hours. As to this, while only one chart was available for inclusion in this report, the reader's attention is directed to statistical compilations prepared from information collected from more than 500,000 signers of the P.R.A. by the Statistics Section of the Division of Review.

METHODOLOGY

This study was developed by reference to pertinent N.R.A. files and to the various orders, memoranda, press releases and bulletins referred to in the text, also, where it seemed advisable, by consultation with various individuals closely associated with N.P.A. activities in connection with the P.R.A.

APPENDIX A

August 7, 1933
NRA Legal Division

MEMORANDUM ON PARAGRAPH 7 OF THE
PRESIDENT'S REEMPLOYMENT AGREEMENT

Many people worked on drafting this paragraph. I question whether they all intended the same thing by it.

On any interpretation the paragraph applies only to employees above the minimum wage group, and aims to give them some protection. Their "compensation", however that is interpreted, is not to be reduced, and their "pay" is to be increased, by an "equitable readjustment", whose purpose, on all theories, is to compensate in whole or part for a reduction of hours of work, or to maintain in whole or part long-standing wage differentials, or both.

Three theories of this paragraph will be mentioned here. Each gives a different meaning to "compensation".

1. On one theory, "compensation" means weekly earnings and not only must they be kept where they are (even though hours are shortened), but they must be increased by an "equitable readjustment" to preserve the differential between the bottom group and those above it.

This works out as follows: a factory employee now works seventy hours a week for forty cents an hour, earning $28.00 per week. He is cut to thirty-five hours. He must still get $28.00 per week, plus an "equitable readjustment" to preserve his differential above the bottom group. As his hours are cut in half, his pay per hour will be more than doubled.

As a matter of language, there are arguments that this is what the paragraph means; the phrase "compensation for employment" appears to have been used deliberately instead of "wages" and if this is not the meaning, what is the purpose of the parenthetical phrase "notwithstanding that the hours worked in such employment may be hereby reduced"?

This construction, however, has been definitely rejected. One reason is the drastically increased labor cost per hour which it leads to, as shown by the illustration already given. Another reason is shown by the following illustration: two men are working in the same town at the same rate per hour and at the same kind of work, but one man is working more hours per week than the other and hence is receiving more dollars per week than the other. Both of them are working more than the maximum number of hours. Under this interpretation, one would receive more dollars per week than the other, when they both worked the maximum week of thirty-five hours.

2. On another theory, "compensation" means the general level of weekly earnings in the industry for the particular kind of work in question. This construction will permit the reduction of the weekly earnings

of an employee receiving more than the general level of weekly earnings in the industry, but would prevent an employer from depressing the level of weekly earnings on account of the shorter hours. He would be obliged, by an equitable readjustment, to increase the hourly pay (in the case of persons paid by the hour) so as to preserve the general level and also so as to preserve wage differentials.

This interpretation is more flexible than the first one considered here, but has been rejected on account of its vagueness and the difficulty there would be in applying it.

3. The third construction is the one which Interpretation numbers one and twenty attempted to make plain. On this construction, the word "compensation" means cents per hour in the case of those paid by the hour and means dollars per day, week, month of year in the case of those paid by the day, week, month or year. In other words, the employer promises not to reduce the quoted basis of pay.

Under this construction, persons paid by the hour earn less per week when their hours are cut, and an equitable readjustment is to be made to compensate in some degree for the loss of earnings and also in view of wage differentials. An employee paid by the day, week, or month, on the other hand, would receive just as much for the shorter day, week, or month, and the only occasion for an increase by an equitable readjustment would be to preserve a wage differential.

The main difficulty with this construction is the indefiniteness of the notion of equitable readjustment, especially in the case of an employee paid by the hour. This construction rejects the view that an employee paid by the hour must receive as much for the shorter week as he formerly got, but at the same time, it recognizes that his hourly pay should be increased to some degree on account of the decrease of his hours. But to what degree should the hourly pay be increased? What is the level of weekly earnings that we are shooting at? This is the nub of the difficulty.

It has been suggested that a forty hour week should be considered as normal, and that therefore the level we are shooting at is the level of weekly earnings which the employee would have had if he had worked for forty hours a week at his old rate. It was felt that this rule was a reasonable one, but that to lay it down flatly in an Interpretation would amount to a change in the President's Agreement. It is therefore hinted at, instead of being expressly stated, in examples 1 and 2 in Interpretation number one. In Interpretation number twenty, the notion of "normal work week in the industry" appears in place of the hint of forty hours as a normal work week.

There are some cases, however, in which it is not fair to take the worker's present hourly rate as a figure to use in computing what he would earn in a forty hour week or a normal work week. His wages may have been recently increased, or they may have been abnormally high, or a forty-hour week based on them might place the employer at an unfair competitive disadvantage. It was indicated in Interpretations number 1 and 20 that the "equitable readjustment" might properly take account of factors like this.

The basic difficulty in interpreting paragraph 7 is this: we want a construction that is precise, so that a business man will know just what he is to do. At the same time, we want something flexible enough to be fair in the many special cases that we will never know about ahead of time. We must choose between definiteness and flexibility. I doubt whether there can be any very satisfactory compromise between them.

The latest suggestion that has been made is that employees paid by the hour should receive the rate of pay which was prevailing on July 15, 1929, if higher than their present rate. It has been suggested that this should be laid down as a rule and also that it should be stated by General Johnson as his notion of what an "equitable adjustment" would be. Wage differentials would thus be frozen to the July 15, 1929 level, and equitable adjustments to preserve wage differentials could probably be omitted. This proposal has the advantage of definiteness. Its chief disadvantage is its rigidity. There will also be cases in which work of the kind in question did not exist in July 15, 1929.

A draft interpretation along these lines is attached (See Page 121).

It should be noted that this interpretation makes a sharp difference in the treatment of those paid by the day or week and those paid by the hour and that this line of division is by no means always the same as the division between white collar workers and factory workers. This is true, also, of Interpretations 1 and 20, and is due partly to the way the PRA is drawn.

Franklin S. Pollak.

SUGGESTED INTERPRETATION OF PARAGRAPH 7

Employees doing work of a character which was paid by the employer by the day or week on June 15, 1933, shall be paid the same amount per day or week as they are obtaining now, even if their present day or week is shortened by the Agreement.

Employees doing work of a character which was paid by the employer by the hour on June 15, 1933 shall be paid at the hourly rate which prevailed for such work in the same community on July 15, 1929, or at the present rate, whichever is higher.

APPENDIX B

BLUE EAGLE DIVISION, NRA

I. ESTABLISHED - AUGUST 10, 1933

In Office Order #2, dated August 10, 1933, signed by T.S.Hammond, Executive Director, President's Reemployment Program, General Hammond announced that on and after that date, the designation of his office would be "Blue Eagle Division, NRA". On August 23, 1933, General Hammond, Executive Director, Blue Eagle Division, announced (confirming verbal instructions previously given) the appointment of Mr. Roy D. Smith as Executive Officer of the Blue Eagle Division in addition to his duties as Assistant to the Executive Director of the President's Reemployment Program. (B.E.D.M.,#1).

II. PURPOSE

On August 11, 1933, R. D. Smith, Assistant to the Executive Director, Blue Eagle Division, NRA, in a memorandum announced that General Hammond's Division was charged with the administration of NRA Bulletin #3. "The President's Reemployment Program", dated July 20, 1933. This announcement was confirmed by General Hammond in Blue Eagle Division Memorandum #1 (B.E.D.M.#1), dated August 23, 1933.

III. ORGANIZATION

A. SECTIONS

1. EXECUTIVE SECTION

(a) Duties - To clear all administrative matters regarding:

(1) Decisions of policy either within the division or from the PRA Policy Board
(2) Requests for expenditures of money
(3) Personnel
(4) Contacts with other governmental departments
(5) Liaison contact with 26 Bureau of Foreign and Domestic Commerce District Offices.

(b) PERSONNEL

(1) Executive Director, Blue Eagle Division - T. S. Hammond - August 10, 1933, Office Order #2 - Memorandum signed by T. S. Hammond as Executive Director, President's Reemployment Program; also B.E.D.M.#1 and #10. T. S. Hammond transferred from PRA to NRA - September 16, 1933 - O. O. #35.

(2) Executive Officer, B.E.Division and Assistant to the Executive Director - R. D. Smith - Memo dated August 11, 1933; B.E.D.M.#1 and #10, dated August 28 and September 7, 1933.

(3) Assistant to Executive Director and Liaison Officer to PRA Policy Board - Milbourne Johnston - B.E.D.M.#10, September 7, 1933.

(4) Assistant - T.C.Early - August 18, 1933 - PRA Executives

(5) Assistant - George B. Martin, August 18, 1933 - PRA Executives

(6) Assistant - R. W. Crain, August 18, 1933 - PRA Executives

(7) Chief Clerk - Lawrence Cardwell, August 18, 1933 - PRA Executives

2. INFORMATION SECTION (B.E.D.M.#2, 7, 10 and 13)

(a) IN CHARGE - George B. Martin - August 31, 1933 Memorandum. Relieved August 31, 1933. (B.E.D.M.#7)

(b) CHIEF - R. W. Crain - August 31, 1933 - B.E.D.M. #7 and #10. Handle all callers requesting information re B.E. & PRA - B.E.D.M.#2 and 7 and 10.

3. RECOVERY BOARDS SECTION (B.E.D.M. #2, 10 and 13).

(a) DUTIES

(1) Maintain contact with field through State and District Recovery Boards and Councils B.E.D.M.#2 and 10 and Memorandum dated August 11, 1933.

(2) Consider certain matters pertaining to PRA Local Committees - B.E.D.M.#2.

(b) PERSONNEL

(1) Chief - Boaz Long - August 11, 1933, Memorandum and B.E.D.M.#10.

(2) Assistant Chief - D. C. Glassic - B.E.D.M. #10, September 7, 1933.

4. COMPLAINTS SECTION (B.E.D.M. #2, 10 and 13)

(a) DUTIES

(1) Handle all complaints from field as affecting operation of PRA, including infringement of use of Blue Eagle - August 11, 1933, memorandum and B.E.D.M. #2 and 10.

(b) PERSONNEL

(1) Chief - John D. Moore - August 11, 1933, Memo and B.E.D.M.#10.

(2) Investigator - Thomas F. Rice - B.E.D.M. #10.

5. INTERPRETATION SECTION (B.E.D.M.#2, 10 and 13)

(a) DUTIES

(1) Information by mail as to how to get the Blue Eagle - Aug. 11, 1933 Memorandum.

(2) Interpret the PRA - B.E.D.M.#2 and 10.

(b) PERSONNEL

(1) Chief - Colonel Lester G. Wilson - August 11, 1933 Memorandum.

(2) Chief - E. S. Long - August 29, 1933- Memorandum from Long to Dictators also B.E.D.M.#10, September 7, 1933.

(3) Assistant - W. B. Pitts - September 7, 1933 - B.E.D.M.#10.

(4) Assistant - G. C. Hinchley - September 7, 1933, B.E.D.M.#10.

(5) Assistant - T. G. Early - September 7, 1933, B.E.D.M.#10.

6. EXCEPTIONS SECTION (B.E.D.M. #2, 10 and 13)

(a) DUTIES

(1) Receive all petitions for Exceptions under Paragraph 14, PRA - August 11, 1933, memorandum and B.E.D.M.#2 and 10.

(b) PERSONNEL

(1) Chief - M. H. Pettit - August 11, 1933 Memorandum.

(a) Assistant - J. G. Cowling - NRA, Executive dated August 12, 1933.

(2) Chief - J. G. Cowling - September 7, 1933 B. E. D. M. #10.

(3) Assistant to Chief and Legal Adviser - Franklin S. Pollak - September 7, 1933 - B. E. D. M. #10.

(4) Assistant - L. M. Brin - September 7, 1933 - B. E. D. M. #10.

7. INSIGNIA SECTION

(a) DUTIES

(1) Physical distribution of B. E. - Memorandum August 11, 1933.

(2) Permission to reproduce B. E. - Memorandum August 11, 1933.

(b) PERSONNEL

(1) In charge of original office - later known as Insignia Section - Alvin Brown.

(2) Chief - E. M. Jeffrey - August 11, 1933.

(3) Assistant - W.M.Duvall - August 11, 1933.

(4) Chief-W.M.Duvall-Early part of Sept. 1933.

(c) COMMENTS

There appears to be some question regarding the Insignia Section coming under the Blue Eagle Division as B.E.Division Memorandum's beginning August 23,1933 make no reference to this section.

8. TRADE ASSOCIATION SECTION (B.E.D.M.#2, 5, 10 and 13)

(a) DUTIES

(1) Establish contact with and assist members of Trade Associations in coming under PRA-August 23,1933-B.E.D.M.#2.

(2) Have investigations made with reference to complaints of sudden and high increases of prices for commodities pursuant to signing PRA and not under Codes- August 31,1933 - B.E.D.M.#5.

(b) PERSONNEL

(1) Chief - A. S. Young - September 7, 1933 - B.E.D.M.#10.

IV. REORGANIZATION

A. AUTHORIZED - September 16, 1933 - O. O. #35.

B. ALL SECTIONS ABOLISHED - September 30, 1933 - B.E.D.M.#13.

APPENDIX C

BLUE EAGLE DIVISION NRA

REORGANIZATION

I. AUTHORIZED - September 16, 1933 - E. O. #33

II. PURPOSE - E.E.D. . #13 - September 30, 1933

A. ADMINISTRATION OF THE NRA THROUGH COMPLIANCE BOARDS

1. SUPERVISION OF STATE AND DISTRICT BOARDS

2. CREATION OF LOCAL COMPLIANCE BOARDS

3. HANDLING OF RECOMMENDATIONS AND REPORTS OF COMPLAINTS AND PETITIONS COMING FROM COMPLIANCE BOARDS

4. HANDLING OF INTERPRETATIONS OF NRA AND VARIOUS SUBSTITUTIONS THEREUNDER

III. PERSONAL AND DUTIES

1. CHIEF - Frank Healy - September 16, 1933 - E.O.#33 and E.E.D.M. #13

1. ASSISTANT CHIEF AND ACTING CHIEF IN ABSENCE OF THE CHIEF - T. Johnston - September 30, 1933 - E.E.D.M. #13

2. COUNSEL - Franklin S. Pollak - September 30, 1933 - E.E.D.M. #13, responsible for handling of complaints and petitions and all matters in connection therewith

(a) ASSISTANT COUNSEL - Wm. P. Farnsworth - September 30, 1933. E.E.D.E.M. #13 - Responsible for interpretations and explanation of NRA and various substitutions thereunder.

3. ASSISTANT FOR RECOVERY BOARDS - Boaz Long - Sept. 30, 1933- E.E.D.E.M. # 13. Responsible for the handling of all matters arising in connection with State and District Recovery Boards.

4. ASSISTANT FOR COMPLIANCE BOARDS - John Swope - Sept. 30, 1933 - E.E.D.E.M. #13. Responsible for handling all matters arising in connection with creation and functioning of local Compliance Boards.

5. ASSISTANT FOR OFFICE MANAGEMENT - P. G. Early-Sept. 30, 1933 - E.E.D.E.M. #13. Responsible for all matters concerning the propermechanical function of the Division and

maintain liaison with and between the organization.

IV. TERMINATION - October 26, 1935 - O. O. #40

A. BLUE EAGLE DIVISION CHANGED TO BLUE EAGLE BRANCH, COMPLIANCE DIVISION

APPENDIX D

COMPLIANCE DIVISION, NRA

I. ESTABLISHED - OCTOBER 26, 1933 - OFFICE ORDER #40

II. PURPOSE - OFFICE ORDER #40

A. PTA AND CODES

Charged with the duty of attempting to adjust all complaints of violations of the PTA and Codes of Fair Competition.

B. REGIONAL AGENCIES

Set up and supervise such Regional Agencies as may be deemed necessary to effect such adjustment.

C. PERMANENT REGIONAL NRA COMPLIANCE SYSTEM

Proceed to create a permanent Regional NRA Compliance System.

III. ORGANIZATION

A. HEAD - NATIONAL COMPLIANCE DIRECTOR

1. General Johnson, Acting, pending appointment of National Compliance Director - Office Order #40.
2. Robert W. Lea, Acting for Johnson temporarily, pending permanent appointment - Release #1510 - November 2, 1933.
3. William H. Davis, appointed National Compliance Director - November 24, 1933 - Office Order #45.

(a) ASSISTANT NATIONAL COMPLIANCE DIRECTORS
November 29, 1933 - Office Order #45.

(1) A. J. Altmeyer, Relieved 4/12/34 - Office Memo. #180
(2) K. Johnston, Relieved 4/12/34 - Office Memo. #180
(3) Frank Healy, Relieved 4/12/34 - Office Memo. #180-
January 25, 1934. Office Memorandum.

4. Above positions abolished April 12, 1934 - Office Order #85.
5. Chief - A. J. Altmeyer - 4/12/34 - Office Memo. #180.

(a) Assistant Chief - Wm. Jay Hoff - C.D.O.M. #17.
(b) Counsel - H. S. Pollak - C.D.O.M. #17.
(c) Economic Adviser - H. Weiss - C.D.O.M. #17.

6. Chief - L. J. Martin - July 11, 1934 - O. M. #250.

B. BRANCHES

1. ADMINISTRATIVE BRANCH (C.O. #40, 45 and 85; O.M. #180; C.D.O.M. #1 and #17)

(a) DUTIES

(1) Prepare a report in conjunction with Division Administrators and the Trade Association Division upon the Organization of Code Authorities with regard to handling particular types of complaints - O.O. #40.

(2) Perform those executive functions hitherto performed by the following personnel of the Blue Eagle Branch - C.D.O.M. #1 - 11/29/33.

(a) Recovery Boards Personnel
(b) Compliance Boards Personnel
(c) Correspondence and information (Interpretation) Personnel
(d) Mail Section Personnel
(e) Office Management and Chief Clerk's Office Personnel.

(b) PERSONNEL

(1) Chief - G. C. Royal, Jr. - 10/26/33. O.O. #40. Relieved 11/24/33 - O. O. #45

(2) Chief - K. Johnston - 11/24/33 - O.O. #45. C.D.O.M. #1 - 11/29/33. Relieved 4/12/34 - O.M. #180.

(a) Assistant - Wm. Jay Hoff - 11/29/33 - C.D.O.M. #1. Relieved 4/12/34 - O.M. #180

(3) Chief - Wm. Jay Hoff - 4/12/34 - O.M. #180
Assistant - K. Watson - C.D.O.M. #17.

(a) Field Section

Chief - John Swope - 11/29/33 - C.E.O.M. #7. Relieved 4/12/34 - O.M. #180.

Assistant for District Compliance Directors - Donald Renshall - 11/29/33 - C.D.O.M. #1.

Assistant for Information and Correspondence G. C. Hinckley - 11/29/33 - C.D.O.M. #1.

Assistant for Recovery Boards - Carl Fink - 11/29/33.

Assistant for Local Compliance Boards - W. B. Pitts - 11/29/33 - C.D.O.M. #1.

Field Section removed from Administrative Branch and constituted Field Branch - 4/12/34 - O.O. #85.

(b) Executive Section

Chief - T. G. Earle - 11/29/33 - C.D.O.M. #1. Also #17.

Assistant - L. Cardwell - 11/29/33 - C.D.O.M. #1 and 17.

(c) Control and Correspondence Section

Chief - R. M. Barnett - C.D.O.M. #17.
Assistant - E. A. Collins - C.D.O.M. #17.

2. TRADE PRACTICE BRANCH (O.O. #40, 45 and #85; C.D.O.M. #1 and #11.)

(a) DUTIES

(1) Handle complaints of violations of all provisions of approved codes other than Labor Provisions -C.D.O.M. #1.

(2) Handle complaints of violations of PRA provisions other than Labor provisions and petitions for exception therefrom. C.D.O.M. #1.

(b) PERSONNEL

(1) Acting Chief - K. Johnston 10/26/33 -O.O.#40
(2) L.D. Tompkins appointed to organize and administer T. P. Division - 11/2-/33 - O.O. #45.
(3) Chief - L. D. Tompkins - 11/29/33 -C.D.O.M. #1.
(a) Assistant, John Hiff - 11/29/33-C.D.O.M. #1.
(b) Assistant, W.H. Waller " " "
(c) Assistant, Major F.A. Price " " "
(4) Chief - J. M. Mayes - 1/25/34 -O.M. & C.D.O.M.#11- 1/30/34
relieved -/13/34
(a) Legal Assistant - George J. Feldman - 1/30/34 - C.D.O.M. #11.
(b) Assistant - Howard R. Heydon, 1/30/34, C.D. C.M. # 11.
(c) Examiner - H. W. Waller, " "
" "
(d) Trade Practice Branch abolished 4.12.34 - O.O. #85.
(e) Trade Practice Branch personnel absorbed by Analysis Branch established 4/12/34 - O.O. #85.

3. LABOR RATIO (O.O. #40 and #85; O.M. #180; C.D.O.M. #1)

(a) DUTIES

(1) Handle complaints of violations of Labor provisions of approved codes - C.D.O.M. #1 - 11/29/33.

(2) Handle complaints of violations of PRA Labor Provisions and petitions for exception therefrom - C.D.O.M. #1. - 11/29/33.

(b) PERSONNEL

(1) Chief - A.J. Altmeyer - 10/26/33 - O.O. #40.

(a) Counsel - Wm. M. Galvin - 11/29/33 - C.D.O.M. #1. relieved 4/12/34 O.M. #180.

(2) Administrative Assistant - J. C. Wootten - 11/29/33. C.D.O.M. #1.

(3) Assistant for PRA exception - E. W. Wells - 11/29/33. C.D.O.M. #1.

(a) Legal Assistant - G. V. Johnson - 11/29/33 - C.D.O.M. #1.

(b) Legal Assistant - J. F. Meely - 11/29/33 - C.D.O.M. #1.

(4) Assistant for PRA Complaints - R.M. Barnett - 11/29/33- C.D.O.M. #1.

(a') Legal Assistant - [illegible]. A. Clune - 11/29/33- C.D.O.M. #1.

(5) Assistant for Code complaints - Ben M. Williams 11/29/33-C.D.O.M. #1. Appointed Executive Secretary, Advisory Council- 6/28/34 - Division Memorandum (?).

(a') Legal Assistant - Thos. Marshall - 11/29/33. C.D.O.M. #1.

(c) LABOR BRANCH ABOLISHED - 4/12/34 O.O. #35

(d) LABOR BRANCH PERSONNEL ABSORBED BY ANALYSIS BRANCH ESTABLISHED 4/12/34 - O.O. #35.

4. BLUE EAGLE BRANCH - (Formerly known as BLUE EAGLE DIVISION, NRA) O.O. #40 and #45; O.M. dated 10/28/33 and 11/9/33; C.D.O.M. #1.

(a) DUTIES

(1) Responsible for all matters regarding the PRA, including interpretations, exceptions, permission to operate under union contracts, complaints of non-compliance and correspondence with State, District and Local Boards. O.M. dated 10/28/33.

(b) PERSONNEL

(1) Chief - Frank Healy - 10/26/33 - O.O. #40.

(2) Assistant Chief, K. Johnston - 10/28/33 - O. M.

(3) Assistant for Compliance Boards - John Swope, in charge of all matters relating to organization, and functions and contact with Local Compliance Boards - 10/29/33 - O.M.

(4) Counsel - Franklin S. Pollak, in charge of complaints and suggestions - 10/28/33 - O.M; Pollack assigned to Compliance Division as Legal Adviser - 11/9/33 - O.M.

(5) Assistant to Chief, Wm. M. Calvin, in charge of Exceptions and Complaints Section - 11/9/33-O.M. Sr. Ass't. to Calvin - J.C. Wootten in charge of Exceptions - 11/9/33 - O.M.

Jr. Ass't to Galvin - J.W. Hiff in charge of Exceptions- 11/9/33 - O.M.

Sr. Ass't to Galvin - E. W. Wells in charge of Complaints 11/9/33 - O.M.

(6) Counsel - Wm. P. Farnsworth, in charge of Interpretations and Substitutions - 10/28/33 - O.M; Farnsworth transferred to Amusements Section - 11/9/33 - O.M.

(7) Assistant to Chief - G. C. Hinckley, in charge of Interpretations, Section - 11/9/33 - C.M.
Sr. Assistant to Hinckley - P. C. Alsop - 11/9/33. O.M.

(c) AMALGAMATED AND CONSOLIDATED INTO LABOR, TRADE PRACTICE AND ADMINISTRATIVE BRANCHES - O.O. #45, 11/24/33 and C.D.O.M. M. #1-11/29/33.

5. ANALYSIS BRANCH (O.O. #85; O.M. #180; C.D.O.M. #17)

(a) ESTABLISHED APRIL 12, 1934 - O.O. #85

(b) ORGANIZATION AND PERSONNEL

(1) Chief - Wm. M. Galvin - 4/12/34 - O.M. #180 and C.D.O.M. #17.

(2) Administrative Ass't. - J. H. Wootton - C.D.O.M. #17.

(3) Trade Practice Consultant - H. R. Heydon - C.D.O.M. #17.

(4) Assistants - L. S. Lightner, J. E. Peebles, B. M. Williams, C.D.O.M. #17.

(5) Assistants assigned by Office of Counsel - E.A. Clune, L. Gay, J. Hallam, T. C. Marshall, F. Meely-C.D.O.M. #17.

6. FIELD BRANCH (O.O. #85; O.M. #180; C.D.O.M. #180)

(a) CONSTITUTED 4/12/34 - O.O. #85.

(b) ORGANIZATION AND PERSONNEL

(1) Chief - John Swope - 4/12/34 - O.M. #180 and C.D.O.M. #17.

(a') Administrative Assistant, G. C. Hinckley - C.D.O.M. #17.

Assistants - R. Byers, R. Donovan, H. Dotterer, W. B. Pitts, J. J. Reinstein, N. Shirley - C.D.O.M. #17.

7. GOVERNMENT CONTRACT AND COMPETITION SECTION (O.O. #85; O.M. #180; C.D.O.M. #17)

(a) ESTABLISHED 4/12/34 O.O. #85

(b) ORGANIZATION

(a') Assistant - G. V. Johnson - C.D.O.M. #17.

(b') Assistant - John Knox - " "

C. PERMANENT ADVISERS TO COMPLIANCE DIVISION (Authorized by O.O. #40 10/26/33)

1. OFFICE OF THE COUNSEL (O.O. #40 and #45; O.M. #180; C.D.O.M. #1 & #17.

(a) COUNSEL - Franklin S. Pollack, designated by Legal Division - 11/24/33 - O.O. #45 and C.D.O.M. #1 - 11/29/33.

(b) ASSISTANT - Wm. M. Galvin, Assigned to Chief, Labor Branch - 11/29/33 - C.D.O.M. #1. Relieved 4/12/34 - O.M. #180.

(c) ASSISTANT - Frank Hursey - 11/29/33 - C.D.O.M. #1.

(d) LEGAL ASSISTANTS

(1) Assigned to E. W. Wells, Ass't Chief, Labor Branch for PRA Exceptions.

(a') G. V. Johnson - 11/29/33 - C.D.O.M. #1.
(b') J. F. Meels - " " "

(2) Assigned to R. M. Barnett, Ass't. Chief Labor Branch for PRA Complaints

(a') E. A. Clune - 11/29/33 - C.D.O.M. #1.

(3) Assigned to Ben M. Williams, Ass't Chief, Labor Branch for Code Complaints

(a') Thomas Marshall - 11/29/33 - C.D.O.M. #1.

(4) F. A. Riley - 11/29/33 - C.D.O.M. #1.

(5) Assigned to Wm. M. Galvin, Chief, Analysis Branch

(a') E. A. Clune - C.D.O.M. #17.
(b') L. Gay - " "
(c') J. Hallam - " "
(d') Thomas Marshall- " "
(e') F. Meels - " "

(6) Assigned to Wm. Jay Hoff, Chief Administrative Branch

(a') K. Watson - C.D.O.M. #17.

2. OFFICE OF ECONOMIC AND STATISTICAL ADVISER (O.O. #40 and #45; C.D.O.M. #1.)

(a) ECONOMIC AND STATISTICAL ADVISER - Stanley I. Posner, designated by Research and Planning Division - 11/24/33 - O.O. #45 and C.D.O.M. #1.

IV. TERMINATION - AUGUST 29, 1935 (OFFICE INSTRUCTION #2)

A. PERSONAL RECORDS AND MATERIAL OF THE COMPLIANCE DIVISION, NRA, Regional and State Offices were transferred to the Field Division, NRA.

APPENDIX E

NATIONAL COMPLIANCE BOARD

I. ESTABLISHED - October 26, 1933 - Office Order #40.

II. PURPOSE - Office Order #40

A. PRA POLICY BOARD

Perform all necessary duties and functions of the PRA Policy Board abolished.

B. COMPLAINTS

Upon reference of complaints from the National Compliance Director, to undertake further attempts to adjustment, recommend exceptions, remove the Blue Eagle or recommend referrence to the Federal Trade Commission or the Attorney General for appropriate action.

III. ORGANIZATION AND PERSONNEL

A. CHAIRMAN

National Compliance Director, Chairman (O.O. #40).

1. Pending appointment of a National Compliance Director, the following acted as Acting Chairman: Colonel Robert W. Lea, Kilbourne Johnston, G. C. Royall, Jr., W. J. Hoff and Stanley I. Posner.

2. Wm. H. Davis, National Compliance Director, 11/24/33 - O. O. #45. Relieved as National Compliance Director, 4/12/34 (O. O. #85 and O. M. #180), but continued as Chairman, National Compliance Board until about May 15, 1933.

3. Dr. Altmeyer and Captain Henry Williams acted as Chairman until the Board was abolished on May 31, 1934.

B. INDUSTRIAL ADVISER - Appointed by the Chairman of the Industrial Advisory Board.

1. C. L. Heyniger, Acting Adviser - 10/30/33
2. L. D. Tompkins - 11/1/33
3. W. J. Barrett, Acting Adviser - 11/16/33
4. R. J. Hamilton - 11/20/33
5. C. J. Ramsberg - 11/21/33
6. C. J. Rumley, Acting Adviser - 11/25/33. Adviser - 5/10/34
7. Hugh Comer, Acting Adviser - 1/23/34
8. B. A. Brennan, Acting Adviser - 1/27/34. Adviser - 3/5/34
9. W. W. Tangerman, Acting Adviser 3/6/34
10. C. W. Churchill, 3/30/34
11. C. H. Sudler, Acting Adviser - 5/3/34

C. LABOR ADVISER - Appointed by the Chairman of the Labor Advisory Board

1. Dr. Leo Wolman - 10/31/33
2. Dr. W. J. Woolston, Acting Labor Adviser - 11/8/33
3. T. F Behney, Acting Labor Adviser - 11/13/33 - Adviser 11/14/33

D. EXECUTIVE SECRETARY

1. G. C. Royall, Jr. - 10/26/33 - O. O. #40.

E. COUNSEL - Assigned by Legal Division, NRA

1. Franklin S. Pollak - 10/26/33 - O. O. #40 and #45.

F. ECONOMIC AND STATISTICAL ADVISER - Assigned by Research & Planning Division

1. Stanley I. Posner - 10/26/33 - O. O. #40 and #45.

G. ASSISTANT NATIONAL COMPLIANCE DIRECTORS

1. A. J. Altmeyer - 11/24/33 - O. O. #45. Relieved 4/12/34 - O. O. #85 and O. M. #180

2. Kilbourne Johnston - 11/24/33 - O. O. #85 and O. M. #180.
3. Frank Healy - 11/24/33 - O. O. #85 and O. M. #180.
4. J. M. Mayes - 1/25/34 - O. M. Relieved 4/12/34 - O. O. #85 and #180.

H. POSITIONS AND TITLES OF NATIONAL COMPLIANCE DIRECTOR AND ASSISTANT COMPLIANCE DIRECTOR - Abolished 4/12/34 - O. O. #85.

IV. TERMINATION - May 21, 1934 (O.O. #90)

A. FUNCTIONS AND PERSONNEL - Transferred to the Compliance Division, NRA.

APPENDIX F

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Academic Costume	2,3	9/7/33				John A. Perkins, Natl. Guild of Academic Costumers	2/19/34	2/26/34
Advertising Agency	2, 6	8/31/33				John Benson, American Assn. Advertising Agencies		
Adv. Distributing	2,3, 6		No date		Not Stated	H.S. Gratch	2/17/34	2/27/34
Advertising Metal Sign & Display	1 to 6		8/26/33		Fab.Met.Prod. Ind. Code	Leo M. Grace, Adv. Metal Sign & Display Mfrs. Assn.	4/20/34	4/30/34
Advertising - Newspaper	1,2	8/29/33				W.N. Freeman, American Shopping News Pub. Assn. Inc.	2/17/34	2/26/34
Advertising Specialty	3,4,5,6	8/3/33				Wm.H. Seely, Advertising Spec. Natl. Assn.	10/31/33	11/13/34
Agrarian Consumer Products Mfg.	3	9/6/33				Frank G. Brown, Interstate Mfrs. Assn.		
Aircraft Mfg.	2,3	8/25/33				Leighton W. Rogers, Aeronautical C. of C. of America, Inc.		
Air Transport	2,3			8/16/33	Not Stated	" "	11/14/33	11/27/33
Alloy Casting	3	8/19/33				Harry H. Steidal, Alloy Casting Assn.	1/30/34	2/14/34
Aluminum	2,3, 6	8/28/33				Douglas Whitelock Aluminum Industry	6/26/34	7/11/34
Animal Glue	3, 6		10/2/33		Not Warranted	Geo. Link, Jr. Counsel	8/23/34	9/3/34
Animal Soft Hair	3		10/7/33		Filed after Oct. 1,1933	Joseph I. Wallace	2/2/34	2/12/34
Anti-Friction Bearing	2,3	8/25/33				W.L.Batt, Anti-Friction Bearing Mfg. Assn.	11/27/33	12/7/33
Anti-Hog Cholera Serum & Hog Cholera Virus	2,3	9/25/33				W.J.Kennedy, American Serum Company		
Antimony	2,3, 6			No date given	Not stated	Pecos Mining & Smelt. Co.		

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P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Approved (Code)	Effective (Code)
Apartment House	2, 5		9/8/33		Not Truly Representative	C.A.Mallemx,Nat'l Assn. Apt. House Owners		
Appetizer & Nut Shop	2		9/18/33		Local Assn.	Morris Soltz,Greater N.Y. App.& Nut Shop Owners Assn. Inc.		
Armored Car	2, 5	8/31/33				Frank J.Wehmhoff,Nat'l Armored Car Assn., Inc.		
Art Needlework	3, 6	8/24/33				Albert H.Shilliman,Art Needlework Ind.	3/16/34	3/26/34
Artist Materials	2, 6			10/2/33	No Reply	T.S.Scorrezzo,Nat'l Assn. Artists' Mat. Dealers		
Asbestos	3, 6	8/11/33				Lewis H.Brown,Asbestos Inst.	11/1/33	11/13/33
Asphalt Shingle and Roofing	3, 6	8/23/33				Herbert Abraham, A.S.& R. Institute	11/6/33	11/20/33
Athletic Goods Mfg.	2,3			No date given	Not Stated	F.W.Bradsby,Chm.of Comm.	2/2/34	2/12/34
Atomizer	2,3,4, 6			10/2/33	Less than 1000 employees	W.J. Pitt		
Auctioneers of Art	1,2,3,4,5,6,7		9/7/33		Too many exceptions to hr. prov.	R.E. Desvermine		
Automobile Laundry	3, 6			10/2/33	No reply	Jos.Cohen,Auto Owners Laundry Assn.		
Automobile Retailing	3	9/18/33				F.W.A.Vesper, Nat'l Auto. Dealers Assn.	10/3/33	10/3/33
Automotive Parts & Equipment Mfg.	2,3, 6	8/21/33				H.T.Raymond,Auto. Parts & Equipment Mfrs., Inc.	11/8/33	11/18/33
Baby Chick Hatchery	3	8/24/33				Reese W.Hicks,Nat'l Baby Chick Assn.		
Bakers & Conf. Supply	2, 4,5	9/19/33				John S.Hall,Nat'l Assn. of Bak. & Conf. Sup. Houses		
Baking	2,3, 6	8/16/33				H.Stude,Nat'l Bakers Coun.	5/28/34	7/9/34
Baking Powder	2,3, 6	8/24/33				B.E.Snyder,R.B.Davis Co. Hoboken		
Band Instrument Mfg.	2,3	9/30/33				A.L.Smith,Nat'l Assn. Band Instru. Mfg. Companies	2/10/34	2/21/34

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Bank & Security Vault Mfrs.	2,3,4, 6				No record of action.	E.C.Hyman,Assn. of Bank & Security Mfrs. of America	5/1/34	5/11/34
Bank Note	3, 6	8/19/33				A.M.Ferry,Assn. of Bank Note Companies		
Bankers of the U.S.	2, 4	8/2/33				R.V. Fleming, A.B.A.	10/3/33	10/16/33
Barber Shop & Beauty Shop	1,2	8/10/33				L.E.McIlvain,Assoc.Master Barbers of America	Barber Shop Trade 4/19/34	4/19/34
Barn Equipment	2,3,4 6		9/6/33		Hours too long	H.L.Ashworth, Barn Equipment Assn.		
Batting & Padding Mfg.	2,3,4	8/19/33				Walton M.Steinbauer	5/5/34	5/14/34
(Modification)	2,3,4	8/19/33				Evans F.Stearns, Rep. Batting & Padding Ind.		
Beauty & Barber Mfg.	3, 6		8/25/33		Should operate under PRA	G.D.Chisholm,Allied Mfrs. Beauty & Barber Ind.		
Bedding Mfg.	2,3,4,5,6,7	8/2/33				W.L.Allen,Dep. Adm. for Better Bedding All.of Am.	1/23/34	1/29/34
Beet Sugar	2,3,4			10/2/33	No pressure	F.A.Kemp,U.S.Beet Sugar Assn, & Farmers & Mfrs. Beet Sugar Assn.	10/27/33	11/6/33
Beverage Disp. Equip.	3	8/31/33				C.W.Sutton-Nat'l Beverage Dispensing Equip. Assn.	3/16/34	3/26/34
Bias Tape Mfg.	3	9/15/33				H.S.Vorhis,Bias Tape Inst.	5/23/34	6/4/34
Bicycle	3	9/20/33	Rejected for Ind.		Work undue hardship	E.H.Teall, Bicycle Mfrs. Assn.	5/21/34	5/31/34
Biscuit & Cracker Mfg.	3	8/22/33				E.Y.Crossmore,Biscuit and Cracker Mfrs. Assn. of Am.		
Bituminous Paving	2,3,4.			7/[illegible]/33	Straight PRA to be signed	E.Sutcliffe, Warren Bros. Company		
Bleached Shellac	2,3. 6	8/15/33.				Rudolph Guisser, American Bleached Shellac Assn.	4/21/34	4/30/34
Blue Print Reproduction and Drawing Material	3	8/23/33				Ralph Bloomfield, Internat'l Assn. Blue Print & Allied Assn.		

P.R.A. SUBSTITUTIONS

	Paragraph Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Blouse Mfrs.	2,3, 6		No date		No reason	B.H.Lerner, Nat'l Assn. of Blouse Mfrs., Inc.	12/30/33	1/1/34
Bobbed & Regular Hair Pin	3, 6	8/24/33				C.O. Todd, Chmn. of Cmte.		
Book Mfg.	3	8/14/33				E.J.Walsh, Book Mfrs. Institute, Inc.	2/17/34	2/26/34
Boot & Shoe Mfg.	2,3, 6	8/11/33				J.O.Ball, Nat'l Boot & Shoe Mfrs. Assn.	10/3/33	10/13/33
Botanical Drug	2,3,4,5		9/30/33		Less than 1000 empl.	R.C.Schlotterer, Bot.Drug Assn. of Am., Inc.		
Bouillon Cube	2,3,4, 6		9/21/33		Less than 1000 empl.	R.T.Moore, Bouillon Cube Division		
Bowling & Billiard Equipment			9/23/33		Less than 1000 empl.	R.W.McClure, Bowling and Billiard Equip. Assn.	3/30/35	4/8/35
Brass & Bronze Smelting & Refining	2,3, 6	8/19/33				R.D.Hallowell, Non-Ferrous Ingot Metal Institute		
Breakfast Furniture	2,3, 6		9/18/33		Operate under Furn. Code	B.P.Fisher, Nat'l Breakfast Mfrs. Assn.	1/30/34	2/12/34
Brewing	2,3, 6	9/5/33				G.R.Beneman, U.S.Brewers Assn. of America	3/22/34	
Bronze Powder				9/15/33	At request of Industry	Assn. of Bronze Powder Mfrs.		
Broom Mfg.	3, 6		8/29/33		Operating 35 hrs.per week, requested 40 hr. week	F.F.Collins, Nat'l Broom Mfgrs. Asso.	6/18/34	7/2/34
Brush Mfg.	2,3, 6	8/19/33				Geo.A.Fernley, Brush Mfrs. Industry	3/23/34	4/2/34
Buffing & Polishing Composition	3, 6	8/30/33				W.J.Parker, Buff. & Pol. Comp. Mfrs. Assn.	11/4/33	11/4/33
Buff & Polishing Wheel	3, 6	9/1/33				" "	11/14/33	11/14/33
Building Contractors	3, 6		9/13/33		Local Assn.	John A.Robertson, Bldg. Trades Employers Assn.		
Business Furniture Equip. & Supply	2,3	8/17/33				Geo. C. Brainard	11/4/33	11/14/33
Butter	2,3	8/18/33				N.R.Clark, Chm. of Committee		

P.R.A. SUBSTITUTIONS

Industry	Paragraph Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Button Jobbers	2, 6	8/24/33				Alexander S. Winett	7/26/34	8/5/34
Can Mfg.	2,3, 6	9/12/33				R.E. Desvernine	12/15/33	12/30/33
Candle Mfg.	3, 6	8/25/33				Lester B. Platt, Candle Mfrs. Assn.	2/20/34	3/5/34
Cane Sugar Ref.	2,3	8/19/33				L.A.Crosby, Sugar Ins. Inc.		
Cane Syrup Packing and Mixing	2,3, 6	9/7/33				O.L. Moore		
Canning	4, 6	8/11/33				Frank E. Gorrell, Nat'l Canning Assn.	5/29/34	6/11/34
Canning & Packing Machinery	3			9/14/33	Appeal under Par. 14.	Ogden S.Sells, Canning & Packing Machinery Inst.	10/31/33	11/11/33
Canvas Products	3, 6	9/21/33				Edward R. Dewey	3/16/34	3/21/34
Cap & Closure	2,3	8/24/33				Victor L.Hall, Glass Container Assn. of America	10/20/33	10/31/33
Carbon Black	3	No date					2/8/34	2/19/34
Card Clothing Mfrs.	3, 6		No date		Less than 1000 empl.		1/23/34	1/28/34
Casein Plastics & Related Products	2,3	8/31/33				R.T. Baldwin, Casein Plastics Mfrs. & Fab.Assn.Inc.		
Cast Iron Boiler and Radiator Mfg.			9/25/33		"Should sign PRA"		2/3/34	2/10/34
Casualty & Surety Underwriters (Modification)	2	8/30/33				F.Robertson Jones, Assn of Casualty & Surety Exec.		
	2	1/10/34						
Chain Mfg.	3, 6	8/7/33				Irving S. Paull, The Chain Institute	1/31/34	2/10/34
Cheese	2,3,4,5,6; 9	8/8/33				Geo. L. Mooney, Nat'l. Cheese Inst.	2/2/35	
Chemical Water Treatment & Mfg.	3, 6		9/21/33		"Should take PRA or nothing"	Arthur Fisher, Chemical Water Treatment Mfg. Ind.		
Chewing Gum	2,3, 6	8/19/33				E.B.Breck, Chewing Gum Mfrs Industry	1/30/34	2/9/34
Chicken Packing	2,3		9/21/33		Less than 1000 empl.	W.W.Richardson, Nat'l Assn. Canned Chicker Packers		

P.R.A. SUBSTITUTIONS

Industry	Paragraph Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Chilled Car Wheel	2,3			No date	No reason	H.Hanson, Assn. of Mfrs. Chilled Car Wheels	2/17/34	2/26/34
Chlorine Control Apparatus	3, 6	8/30/33				Robert T. Baldwin, Asstd. Mfrs. Chlorine Cont. App.	12/18/34	
Chuck	3		No date		Take straight PRA	H.E. Sloan, Chuck Mfrs. Assn.		
Cigar Box Mfg.	2,3, 6		9/8/33		Should take straight PRA	Hobart B.Hawkins, Nat'l Cigar Box Mfrs. Assn.	11/27/33	12/11/33
Cigar Mfg.	3,4, 6	8/11/33				Harvey L.Hurst, Asso.Cigar Mfrs & Leaf Dealers	6/19/34	6/19/34
Cigar Mfg. (Modification)	6	8/24/33						
Cigarette, Chewing & Smoking Tob.& Snuff	3, 6,9	8/15/33				S.Clay Williams, Cigarette Chew. & Smok.Tob & Snuff Ind.	2/9/35	
City Directory	2	8/25/33				F.R.Mixer, Assn.N.A.Direct. Pub.		
Cleaning & Dyeing	2,3, 6	9/15/33				N.J.Harkness, Nat'l Assoc. of Dyers & Cleaners	11/8/33	11/20/33
Cleanser Mfg.	2,3,4, 6		9/29/33		Association not repre.	L.J.Gumpert, Assn.Grocery Mfrs.	9/1/34	9/11/34
Closet Accessories	2,3, 6	9/12/33				H.S.Vorlies, Natl Notion Assn.		
Club	3		9/5/33		Local Assn.	F.W.Flint, Jr., Assoc. Clubs of Southern California		
Coated Abrasives	2,3, 6		10/2/33		Approval unwarranted	Geo.Link, Coated Abras.Ind.	12/30/33	1/8/34
Coat Front	3, 6		9/7/33		Local Group	H.R.Shapiro, Natl Assn.Coat Front Mfrs., Inc.		
Cocoa & Choc. Mfg.	2,3, 6	8/23/33				W.F.R.Murrie, Assn.of Cocoa & Choc. Institute	6/15/34	6/18/34
Cocoanut Oil Ref. & Processing	2,3	8/26/33				R.D.Hollowell, Vegetable Oil Prod. Institute		

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Coffee	3, 6	9/7/33				W.R.Williamson, Assoc.Coff. Industries of America	2/6/34	2/16/34
Coke Mfg.	2,3, 6	8/25/33				W.H.Earl, Natl Coke Mfrs. Assn.		
Collapsible Tube	3, 6	8/15/33				M.D.Church, Collap. Tube Mfg. Assn.	3/17/34	4/2/34
Comfortable Mfg.	2,3	8/16/33				R.Alley, Natl.Assn.Comfort. Mfrs.	1/23/34	2/2/34
Compressed Air	3		No date		No reason	F.E.Neagle	10/11/33	10/22/33
Commercial Duplicating & Mailing	2,3, 6	8/24/33						
Commercial Refrigerator	2,3	8/24/33				E.L.Shultz, Comm.Refrig. Mfrs. Assn.	12/23/33	11/1/34
Commercial Stationery	3	9/5/33				C.P.Garvin, Natl.Stat.Assn.	3/16/34	3/26/34
Commercial Vehicle Body Mfg.	2,3, 6	9/30/33				A.H.Andrews, Natl. Assn. Com.Veh.Body Mfg. Inc.	7/16/34	7/30/34
Concrete Mixer				10/4/33	No reply from Industry	C.S.Wagner, Mixer Mfrs. Bur:	8/1/34	8/12/34
Condiment Sauce	2,3, 6		9/21/33		Less than 1000 empl.	H.J.Dittrich, Condiment Sauce Industry		
Confectionery Mfg.	3, 6	8/6/33				O.M.Jacobs, Natl.Conf.Assn.		
Connecticut Shade Grown Tobacco			9/16/33		Portion of Ind. only	F.B.Griffin, Conn. Valley Shade Growers Assn., Inc.		
Construction	2,3,4,5,6: 12	8/8/33				S.F.Voorhees, Constr. League of U.S.	1/31/34	3/2/34
Construction Equip. Distributing	3	8/30/33				John C. Lewis, Constr.Equip: Distributors	1/23/34	2/5/34
Construction News Publishers	2		9/30/33		Could not exempt outside traveling reporters receiving $15 per week	Irving W.Hadsell, Constr. News Publishers Assn.		
Cooking & Heating Appliances	3	8/14/33				I.S.Paull, Inst. of Cooking & Heat.App.Mfrs. Inc.	1/30/34	2/12/34

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Cooperage	3, 6		8/31/33		Not Warranted	A.S.Johnston, Assn.Cooper. Ind. of America		
Copper & Brass Milling Products	1,2,3,4,5,6	8/7/33					11/2/33	11/13/33
Corn Milling	2,3, 6	8/19/33				R.R.Clark, Am. Corn Millers Federation		
Corn Oil Packing	3, 6	9/5/33				O.L.Moore, Corn Oil Producers Assn.		
Correspondence School	6		No date given		Not Warranted	J.S.Noffsinger,Natl Home Study Council		
Corn Products	3	8/9/33				V.L.Price, Corn Prod. Ind.		
Corn Starch Packing	3, 6	9/5/33				O.L.Moore, Starch Mfrs.Assn		
Corn Syrup Packing and Mixing	3, 6	9/5/33				O.L.Moore, Syrup Mixers Society		
Corrugated & Solid Fibre Shipping Con.	2,3 6	8/15/33				James B.Fenton, Natl Container Assn.	2/1/34	2/12/34
Cotton Compress and Warehouse	2,3, 6	8/ /33				A.L.Reed,Cotton Compress & Warehouse Industry		
Cotton Drayage	2, 6		8/17/33		Local Organization	J.L.Darrouzet, Cotton Drayage Industry		
Cotton Ginning	2,3, 6	8/24/33				F.M.Lester, Natl. Ginners Assn.		
Cotton Glove	2,3, 6		8/17/33		Local Organization	F.S.Jeffries, Natl. Assn. Cotton Cloth Glove Mfrs.	12/30/33	1/8/34
Cotton Seed Crushing	2,3, 6	12/1/33				H.L.Durand,Cottonseed Crushing Ind.		
Cotton Pickeries	2,3, 6		9/22/33		Under Cotton Waste Materials	Stanford F. Blum, Natl. Cotton Pickeries Assn.	5/17/34	5/28/34
Country Grain Elevator	2,3, 6	8/24/33				Geo.E.Booth, Natl.Fed. Country Gr. Elev. Assns.		
Covered Button	3, 6	9/10/33				M.D.Mosessohn,Covered Button Ind.	3/16/34	3/26/34
Crab & Crabmeat	2,3, 6		9/13/33		Reg. group	N.R.Coulbrown		

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Crepe Paper	3, 6	8/25/33				Geo.J.Lincoln,Jr.,Natl. Crepe Paper Assn. of Am.		
Crucible Mfg.	3	8/29/33				C.H.Rohrback,Crucible Mfrs. Assn.	10/23/33	10/30/33
Cup & Container	3, 6		9/30/33		Stat. did not warrant app.	Granville P.Rogers,Cup & Container Institute	3/26/34	4/9/34
Curled Hair	3, 6	9/6/33				H.S.Delany,Natl Assn.Curled Hair Mfrs.	5/14/34	5/28/34
Cutlery Mfg.	3	8/19/33				L.D.Bement,Am. Cutlery Mfrs Assn.	3/26/34	4/5/34
Cutting Die Mfg.	2,3	9/30/33				C.F.Fundholm, Natl Cutting Die Mfrs. Assn.	6/8/34	
Daily Newspaper	1,2,3,4,5,6, 9,11,12,13, 14	8/15/33				Howard Davis, Am. Newspaper Publishers Assn.	2/17/34	2/26/34
(Modification)	6,7	12/29/33						
Dairy Machinery Mfrs.	2,3, 5,6		10/2/33		Insufficient information	D.S.Hunter, Dairy Machinery Mfrs. Council		
Date Industry	3, 6			No date	No reason	Vance Brand,Date Ind. Assn	7/22/34	7/31/34
Delicatessen	2, 6		8/30/33		Assn. not represent.	H.G.Burke, Assoc. Delicat. Stores		
Delicatessen (Retail)	2		8/30/33		Local Organization	J.A.Spiro, Mogen-David Delicatessen Corp.		
Delicatessen (Retail)	2, 6		9/5/33		Local Assn.	H.H.Malkin,"Cosher and Kosher Style".		
Dental Laboratory	2,3, 6	8/28/33				Wm.C.Babbitt, Mgr. Natl. Dental Lab. Assn.	1/22/34	2/1/34
Dental Trade	3, 6			9/12/33	Insuff. data	G.A.Lilly, Am. Dental Tr. Assn.		
Die Casting Mfg.	2,3, 6	8/19/33				H.R.Reinhart, Amer. Die Casting Institute	3/8/34	3/18/34
Direct Selling Companies	3		10/6/33		Filed after October 1st.	J.M.George, Natl. Assn. of Direct Selling Companies		

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Dog Food Mfg.	3	9/20/33				C.W.Dunn, Natl. Dog Food Mfrs. Assn.	5/31/34	6/11/34
Domestic Freight Forwarding	2, 5	9/7/33				E.M.Dillhoefer, Domestic Frt. Forwarding Assn.	12/18/33	12/28/33
Drain Tile	3,4, 6		9/8/33		Petition expressive	G.T.Landrum, Natl. Drain Tile Mfrs. Assn.	3/24/34	4/3/34
Drapery and Upholstery Trimmings Mfg.	3, 6	8/21/33				H.H.Steidel, Natl. Assn. Upholstery Trim. Mfrs.	1/16/34	1/26/34
Dress Snap Fastener	3	8/17/33				H.S.Vorhis, Dress Snap Fasteners Division		
Dressed Poultry - Receiving & Distr.	2,3, 6	9/12/33				T.A.Adams, Div.Marketmens Assn. Port of New York		
Drivurself Assn.	2, 4		No date		Less than 1000 empl.	A.F.Shanghnessy, American Drivurself Assn.		
Drinking Straw Mfg.	3, 6		9/18/33		Less than 1000 empl.	R.E.Bell, Assn. of Drinking Straw Mfrs.	3/14/34	3/26/34
Drop Forging Mfg.	2,3, 6	9/30/33				C.E.Stone, American Drop Forging Institute	5/10/34	5/21/34
Drug Label & Box	3	8/19/33				E.W. Broemmelsiek, Natl. Drug Label & Box Assn.		
Dry Color	2,3, 6	8/21/33				Frank Muir,Dry Color Mfrs. Assn.	4/25/34	5/5/34
Dry Ground Mica	3			10/2/33	"No confirmation from Ind	E.E.Pratt,Sec.,Dry Ground Mica Assn.	2/24/34	3/5/34
Dry Goods Cotton Batting	2,3,4	8/19/33				Evans F.Stearns, Dry Goods Cotton Batting Industry	4/21/34	4/30/34
Dry Milk	2,3	8/25/33				G.E.Geary, American Dry Milk Institute, Inc.		
Earthenware Mfg.	2,3	8/24/33				A.E.Hull,Jr., Natl.Earthenware Mfrs. Assn.	3/8/34	3/23/34
Egg and Poultry	2,3, 6	8/31/33				A.T.White,Egg & Poult. Ind:		
Electrical Mfg.	2,3,4,5,6,7	8/2/33				None indicated	8/4/33	8/15/33
Electric Light and Power	2,3,4,5,6,7	8/11/33				None indicated		
Electrical & Mechanical	2,3,4, 6		9/12/33		Assn.not rep.	W.W.Haubs,Natl.Ind.Ser.Assn:		

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Electric Storage and Wet Primary Battery	1,2,3,4,5,6	8/10/33				None indicated	10/3/33	10/16/33
Electric & Neon Sign	3		9/30/33		Not warranted	Niles Pennybacker, Natl. Elec. Sign Assn.	8/24/34	9/3/34
Evaporated Apple Packers				No date	No documents on file	A.H.Winslow, John F. Coyle Evap. Apple Packers Ind.		
Evaporated Milk	2,3,4,6,9	8/8/33				Walter Page, Mfrs. Cmte. of Evap. Milk Ind.		
Excelsior & Excelsior Products	2,3, 6		9/25/33		Less than 1000 empl.	A.J.Kochneke, J.N.d'Esto, J.H.Woodall for Natl. Exc. Prod. Assn.	12/7/33	12/17/33
Fabric Auto Equipment	2,3, 6	8/17/33				H.H.Steidel, Fabric Auto Equipment Assn.	1/23/34	2/2/34
Fabricated Metal Prod	2,3, 6	8/25/33				H.J.Kimball, Fab.Metal Products Federation	11/2/33	11/12/33
Farm Equipment	2,3, 6,7	8/16/33				C.R.Messinger, Natl. Assn. Farm Equipment Mfrs.	10/3/33	10/23/33
Factory Fire Mutual Insurance				9/11/33	To come under Mutual Fire Ins.	H.J.Freeman, Assoc.Factory Mutual Fire Ins. Co.		
Feed Mfg.	3, 6	8/18/33						
Feldspar Grinding	3, 6	9/6/33				W.N.Guthrie, Feldspar Grinders	1/16/34	1/29/34
Fertilizer	2,3, 6	8/21/33				Chas.Brand, Natl.Fertil.Assn	10/31/33	11/10/33
Fibre & Metal Work Clothing Button	3, 6	8/23/33				D.W.Corbin, Am. Fbre. & Met. Work Clothing Button Mfrs. Bureau	3/17/34	3/27/34
Fibre Shoe Counter	3, 6		9/30/33		Not warranted	J.L.Sherenell, Fibre Shoe Counter Mfrs. Assn.		
Fibre Can & Tube	3	8/24/33				D.B.Skillman, Natl. Fibre Can & Tube Assn.	2/24/34	3/5/34
Fibre Wallboard	2,3, 6	8/23/33				C.C.Spray, Fib.Wallbrd. Assn	3/10/34	4/19/34

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
File Mfg.	3, 6	8/19/33				Erust & Erust, File Mfrs. Assn.	10/9/34	10/19/34
Fire Extinguishers	2, 6		No date given			A.O.Boniface, Fire Ext. Appliance Industry	11/4/33	11/4/33
Fire Underwriters	2	8/30/33				Natl Board of Fire Underwr:		
(Modification)	2	12/27/33						
Fisheries (northeastern)	3		9/9/33		Local Organization	P.G.Willard, Northeastern Fisheries Assn.		
Flat Glass Distb.	2,3	8/24/33				North Storm, Natl. Glass Distributors Assn.		
Flat Glass Mfg.	2,3, 6	8/31/33				R.B.Tucker, Flat Glass Ind.	12/22/34	
Flavoring Extract	3, 6	8/24/33				J.S.Hall, Flavoring Extr. Mfrs. Assn. of America		
Floor & Wall Clay Tile Mfg.	2,3, 6	9/15/33				G.S.Whiteside, Jr., Tile Mfrs. Assn.	11/4/33	11/13/33
Florists	2,3, 5	10/11/33				Albert Barber & David		
(Modification)	2,3	12/11/33				Roberts, Natl.Flor.Council		
Flour Distributing	2	8/24/33				W.P.Tanner, Natl. Fed. Flour Clubs		
Flour Mfrs. Self Rising & Processed	3, 6		No date given		Demand excessive	V.S.Tupper, Natl. Assn. of Mfrs. Self Rising & Proc. Flours		
Fluid Milk	1,2,3,4,7,9, 10,11	8/4/33				None given		
Fluted Cup Pan Liner & Lace Paper Mfg.	3, 6	9/10/33				A.E. Murphy	2/17/34	2/27/34
Folding Paper Box Mfg.	2,3, 6	8/28/33				R.R.Richardson, Folding Paper Box Assn. of America	12/30/33	1/8/34
Food Desserts	3, 6	8/25/33				B.E.Snyder, Food Desserts Industry		
Food Dish & Paper Plate Mfg.	2,3	9/15/33				G.S.Barshay, Food Dish & Paper Plate Assn.	2/1/34	2/12/34
Food & Grocery Distb.	2,3,4,5	No date				Retail Food & Grocery	12/30/33	1/6/34
						Wholesale Food & Grocery	1/4/34	1/11/34

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	DATE Approved	DATE Rejected	DATE Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Fresh Water Pearl Buttons	3,4, 6		No date		No reason	W.P.Fickett, Natl. Assn. Button Mfrs.	2/26/34	3/12/34
Fruit and Flavoring Syrups Mfg.	3	8/11/33				J.S.Hall, Natl. Assn.Fruit & Flavoring Syrup Ind.		
Fruit and Produce Purveyors	6		9/23/33		Local Organization	Norman L. Marks,N.Y.Fruit & Produce Purvey.Assn.Inc.		
Funeral Supply Merchants	2,3	8/23/33				J.W.Byrne,Funeral Sup.Ind.	11/4/33	11/14/33
Fur Headmakers	6		9/12/33		Sign PRA	M.K.Baver,Fur Headmakers Assn., Inc.		
Furniture Mfg.	2,3, 6	8/19/33				J.T.Ryan,Southern Furn. Mfrs. Assn.	12/7/33	12/18/33
Furrier Supply	6	8/26/33				M.K.Baver, Furriers' Supp. Merchants Assn. Inc.	6/2/34	6/12/34
Garment Trimming	2,3, 6		9/26/33		Less than 1000	Theodore Charnes,Asso.Gar. Trimming Merchants, Inc.		
Garter, Suspender & Belt Mfg.	3, 6	8/11/33				R.S.Crawfor,Garter,Suspen. & Belt Mfrs. Assn.	11/4/33	
Gas Appliances	2,3, 6	8/16/33				Geo. E. Frazer	11/27/33	12/7/33
Gas Cock Mfg.	2,3, 6	8/28/33				R.L. O'Brien,Assn.of Gas Cock Mfrs.	10/31/33	11/10/33
Gas Operating Utility	2,3,4,5,6,7	8/11/33				Alexander Forward, Amer. Gas Assn.		
Gas Products	3			10/2/33	No reply from Industry	C.E.Kayser, Natural Gas Products Assn.		
Gasoline Pump	3, 6	8/2/33				None given	9/18/33	9/18/33
Gear Mfg.	1, 3		9/11/33		Should sign PRA	J.M.McQuinton,Amer. Gear Mfrs. Assn.	11/14/33	11/25/33
Gelatin	(No file)		10/2/33		Not warranted	None given		
General Tool and Implement Mfg.	2,3, 6	8/23/33				G.B.Duvell, Gen. Tool & Implement Assn.	3/15/34	3/25/34
Glace Fruit and Maraschino Cherry	3, 6	9/6/33				D.R.Frobes, Natl.Preserves Assn.	6/8/34	6/18/34

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Glass Containers	2,3	8/17/33				E.G.Ackerman,Glass Con. Assn.	10/3/33	10/13/33
Glassware Mfg.	2,3	8/26/33				G.Atanhew,Jr., American Glassware Mfrs.	1/16/34	1/31/34
Glazed & Fancy Paper Mfg.	3	8/31/33				Geo. Butterfield,Glazed & Fancy Paper Assn.	2/1/34	2/12/34
Grain Exchange	1,2,3, 5,6	8/26/33				Fred H. Clutton		
Gray Iron Foundry	2,3	9/30/33				A.J.Fuscany,Gray Iron Found Ind. & Gray Iron Ins. Inc.	2/10/34	2/26/34
Grinding Wheel Mfg.	3, 6	8/30/33				W.LaCoste,Nelkon,Grinding Wheel Mfrs. Assn.	12/21/33	1/8/34
Gummed Label & Embossed Seal Mfg.	3	9/7/33				D.A.Crocker,Gummed Label & Embossed Seal Assn.	2/17/34	2/26/34
Gumming	3	9/7/33				D.A.Crocker, Gummed Industries Assn.	2/17/34	2/26/34
Gypsum	2,3, 6		9/22/33		"Couldn't agree with Board"	Henry J. Schweim,Sec. Gypsum Assn.	5/7/34	5/21/34
Hair & Jute Felt Mfg.	3, 6	8/15/33				V.A.Wallen,Hair & Jute Felt Mfrs. Assn.	10/31/33	11/13/33
Handbag	2,3, 6			10/2/33	Not properly represented	Maurice S.Mosesson,Assoc. Handbag Indus. of America		
Hand Chain Hoist	3, 6	8/22/33				Irving S.Paull,Hand Chain Hoist Institute	1/30/34	2/9/34
Handkerchief	3	8/23/33				F.A.Harden, Handkerchief Ind. Assn. of America	10/9/33	10/19/33
Handquilting Mfrs.	3, 6			10/2/33	No response from Industry	None given	1/23/34	2/2/34
Hardwood Distillation	2,3,4, 6			10/2/33	No response from Industry	M.H.Haertel,Wood Chemical Institute, Inc.	11/10/33	11/13/33
Hat Mfg.	3	9/6/33				Warren S.Smith,Hat Ins.Inc:	2/5/34	2/19/34
Hauling for Carloading & Forwarding Cos.	2	9/15/33				Otto L.Hankinson,Natl Assn: Haulers for Carloaders & Forwarding Co's.		

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Heat Exchange	3	8/18/33				C.H.Rohrback,Heat Exch. Institute	10/11/33	10/22/33
Heavy Forging Mfg.	3, 6	8/30/33				W.J.Parker,Forg.Mfrs.Assn.		
Hide & Leather Working Machine	2,3	9/6/33				Preston T.Stephenson,Natl. Hide & Leath. Mach. Assn.	3/6/34	3/19/34
Hog Ring & Ringer Mfg.	3, 6		9/14/33		Less than 1000 empl.	V.D.Stewart, Hog Ring & Ringer Mfrs. Assn.	5/22/34	6/1/34
Hosiery Dyeing and Finishing	3, 6		8/23/33		"Covered by Hosiery Agree ment & Exec. Or. for same trade."	Lawrence F.Friedman,Metro-politan Hosiery Dyers & Finishers Assn.		
Hoisting Engine Mfg.	Not given		10/2/33		No reply from Industry	L.D.Tenerelli,Hoisting Engine Mfrs. Assn.	3/17/34	3/28/34
Hook & Dye Tape	3, 6		9/13/33		Should come under Snap Fastener Ind.	Daniel Wagner,Com. Hook & Dye Tape Industry		
Hotel	2,3,4,5,6		9/6/33		Held over for Pub.Hearing	Thomas Green	11/17/33	11/27/33
Household Products	3		10/6/33		Not stated	J.M.George, Natl. Assn. Direct Selling Companies		
Ice Cream Mfg.	2,3,4,7,9,10,11,A	8/1/33				Not indicated		
Ice	2,3, 7	8/4/33				Leslie C. Smith	10/3/33	10/16/33
(Modification)	2,3, 6	8/16/33			Mod.of 8/4/33			
Imitation & Leather Novelties	3, 6		9/25/33			M.D.Ulvessolm,Natl.Assn. Imitat. & Leath. Nov.Mfrs.		
Imported Green Olive	3	9/7/33				Dewitt C.Reed, Amer.Assn of Importers of Gr. Olives	7/24/34	8/6/34
Incubator	2,3, 6		9/7/33		Not warranted	H.L.Ashworth,Incubator Mfrs. Assn.		
Importers of Machine Made Lace & Embroid				10/2/33	Less than 1000 employees	C.T.Reatte, Lace & Embr. Assn. of America		

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Independent Telephone Associations (Modification of substitutions for Telephone Companies	2,3,4,5,6	8/11/33				F.B.Mackmon, U.S. Independent Telephone Assn.		
Industrial Safety Equipment Mfg.	2,3 6	9/6/33					3/1/34	3/12/34
Industrial Supplies & Machinery Distr.	2, 5	8/19/33				Geo.A.Fernley,Natl Supply & Mach.Distr.Assn.; Alvin M.Smith, So. Supp & Mach. Distr. Assn.	10/23/33	11/2/33
Industrial Training			No date			W.I.Smith,7th Day Adventists Edu. Institute		
Institute of Carpet Mfrs. of America	2,3,4, 6			8/18/33	Returned at request of Institute	Herbert Gutterson, Inst.of Carpet Mfrs. of America		
Insulation Board Mfg.	2,3,4, 6	8/9/33				B.G.Dahlberg, Insulation Board Institute	3/22/34	4/2/34
Insurance Agents	2	9/7/33				J.B.Miller, Natl. Assn. Insurance Agents		
Iron Ore Mining (Lake Superior Iron Ore Industry)	3,4, 6			9/12/33	Could not agree with Board	R.C.Allen, Lake Superior Iron Ore Industry		
Jewelry & Allied Industries Mfg.	2,3, 6	8/16/33				Edward O. Otis, Jr.,Jewelry & Allied Industries		
Jewelled Watch Mfg.	2,3, 6	9/16/33				C.M.Kendig, Am. Jewelled Watch Mfrs. Assn. of U.S.		
Jewelry (Wholesalers)	2,3, 6	8/22/33				Geo.A. Fernley, Natl. Wholesale Jewelers Assn.	1/12/34	1/22/34
Knitted Outerwear	2,3, 6	8/1/33				Not indicated	12/18/33	1/1/34

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Label Manufacturing	3	8/9/33				Chas R.Cosby, Label Mfrs. Assn.	2/17/34	2/26/34
Lace Curtain Mfg.	3, 6	8/17/33				Harry H.Steidel, Natl Assn. Lace Curtain Mfrs.		
Ladder Mfg.	2,3	9/14/33				J.C.Hippelman, Am. Ladder Institute	11/8/33	11/18/33
Laundry	2,3,4,5,6	8/8/33				L.A.Peck,H.E.Conby,Laundry owners Natl. Assn.	2/16/34	
Laundry(Modifications)		8/21/33						
Laundry & Dry Cleaning	2,3, 6		8/23/33		Demands unreasonable	S.E.Moore, Laundry & Dry Cleaners Mach. Mfrs. Assn.	10/3/33	10/14/33
Lava	2,3, 6		9/18/33		Less than 1000 empl.	R.Kirchberger, Natl. Assn. Lava Mfrs.		
Lawn Mower	3, 6			9/16/33	Could not agree with Bd	J.M.Lontz,Hand Lawn Mowers Assn.		
Lead	3, 6	8/16/33				F.E.Wormser,Lead Ind. Assn	5/24/34	6/4/34
Leather & Shoe Findings	2		9/18/33		Bd. ruled straight 40 hours	Wm.H.Bremer, Natl.Leather & Shoe Finders Assn.	5/17/34	5/27/34
Leather & Woolen Knit Glove Mfg.	3	8/24/33				Albert Aaron, Natl Assn. Leather Glove Mfrs. Inc.	11/4/33	11/14/33
Lighting Equip. Mfg.	3	8/17/33				T.Y.Williams Co.,Artistic Lighting Equip. Assn.		
Limestone	3		9/20/33		Sign PRA	John Hanert,Natl Limestone Ind. Assn.	11/14/33	11/24/33
Linen Supply	2, 5	9/18/33				Albert Gertow,Linen Supp. Industry		
Liner and Packing Devices	3, 6		9/12/33		Substitution for Glazed & Fancy paper	J.S.Rice,Basket Liner and Packing Assn.		
Linseed Oil Mfg.	3,4	8/1/33				Not indicated		
Linoleum & Felt Base Floor Covering	2,3, 6		8/25/33			Wm.J.Mathews, Linoleum and Felt Base Floor Cov. Ind.	9/18/33	10/2/33
Liquid Tight Container Mfg.	3	8/26/33				Geo.J.Lincoln,Jr., Liquid Tight Container Industry	2/1/34	2/12/34

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Live Poultry Slaughtering	3, 6		9/16/33		Local Assn.	Hugh J. Rice, Greater Boston Live Poultry Slaughterhousemens Assn.		
Live Poultry	2,3,4, 6		No date given		Local Assn.	L.C.Snyder, Chicago Poultry Board		
Lithographic (Modification)	2,3,4,5,6 3	No date 8/16/33				Lithographers Natl. Assn.	2/17/34	2/26/34
Livestock Market Agencies	2	8/17/33				A.H.Baker, Natl Livestock Exchange; C.A.Ewing, Natl Livestock Mfg. Agency; C.H.Haren, K.C.Livestock Exchange		
Lock & Builders Hardware Mfg.				No date	No documents	Geo.T.Kimball, Lock and Buildere Hdw. Mfg. Assn.		
Loose Leaf Mfg.	3, 6	9/11/33				John W. Ogren, Loose Leaf Mfg. Ind.	5/1/34	5/14/34
Luggage & Fancy Leather Goods	2,3, 6	8/28/33				L.Duncan Lloyd, Natl Lugg. & Leather Goods Mfg. Assn.	10/3/33	10/13/33
~~Lumber (recall)~~								
~~Lumber Products Bldg. Mat. & Bldg. Spec.~~	~~5, 6~~	~~8/24/33~~				~~National Retail Lumber Dealers Assn.~~	~~10/3/33~~	~~10/23/33~~
Lye Mfg.	3	8/26/33				H.R.Drackett, Lye Mfg. Assn	2/19/34	3/6/34
Macaroni Mfg.	2,3, 6	8/15/33				B.R.Jacobs, Natl.Macaroni Mfrs. Assn.	1/29/34	2/8/34
Machine Knife Assn.	2,3, 6		8/25/33		Fab. Metal Prod. Ind. Code	Fred A Collinger, Machine Knife Assn.	2/6/34	2/16/34
Machine Tool	2,3, 6		8/31/33		Local Organization	S.J.Brinkley, Machine Shop Assn of Pacific Northwest		
Magazine & Periodical Publishing	3, 5	8/5/33				J.M.Patterson, News Syndicate Co., Inc.		
Malleable Iron Casting	3 6	8/23/33				Robt.E.Belt, Malleable Founders Assn.	11/27/33	12/7/33

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Malt Mfg.	2,3	8/30/33				M.J.Donnelly, Natl Malt Products Assn.	6/22/34	7/9/34
Marine Underwriters	2	9/9/33				J.T.Byrne, American Inst. Marine Underwriters		
(Modification)	2	1/8/34						
Marking Devices Mfg.	3, 6	8/11/33				F.R.Swift, International Stamp Mfrs. Assn.	10/20/33	10/30/33
Master Engravers Tr.	3, 6	8/31/33				Geo.H.Phelps, Master Engr. Guild		
Master Painters and Decorators of Richmond			8/22/33		Local organization	Ben Pillow, Assn. Master Painters & Decorators - Richmond, F.Frank James.		
Mayonnaise	3,4, 6	8/1/33				Not indicated	3/21/34	4/31/34
Meat Packing	2,3,4, 6	8/1/33				J.G.Johnson, American Inst of Meat Packers		
Meat Packing	3	6/13/34	Modification			Federal Surplus Relief Corp.		
Modification		Extended 6/29/34						
		7/2/34						
		8/10/34						
		9/10/34						
		10/10/34						
		11/13/34						
		12/13/34						
		1/10/35						
Meat Packing & Allied Prod. Machinery & Equipment Mfg.	2,3, 6	9/6/33				Elliot Balestier,Jr. Meat Packing & Allied Prod,etc.		
Meat Supply & Equip.			9/12/33		Commercial Refrigerator Code	DeWitt C. Reed, Natl Market & Packers Supply Assn.		
Mechanical Lubricating			No date		Less than 1000 empl.	Not indicated		

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Mechanical Packing	2,3	9/15/33				Geo. Link, Mechanical Packing Assn.	5/14/34	5/24/34
Men's Neckwear Mfg.	3, 6	8/24/33				Jacob Roth, Men's Neckwear Mfrs. Inst. of Amer. Inc.	3/24/34	4/2/34
Merchant Tailoring	3	Not dated				H.B.Livesey, Jr., Natl. Assn. Mer. Tailors of America	7/31/34	8/10/34
Metal Lath Mfg.	2,3, 6	8/25/33				C.C. Spray, Metal Lath Mfg. Assn.	3/17/34	3/26/34
Metropolitan N. Y. Housewrecking	3, 6	9/20/33				N.L.Marks, N.Y.Housewreckers Assn.		
Metropolitan Mill, Marine & Contractor Supplies Dist.	2	8/26/33				E.B.Hitchcock, Met. Mill Marine & Contractors Inst.		
Metropolitan Paint & Wall Paper Dealers	2,3, 6		9/6/33		Retail Hdw. Code	L.L.Balleisen, Met. Paint & Wall Paper Dealers Assn.		
Milk Bottle Crate Mfg.	2		10/3/33		Less than 1000 empl.	D.S.Hunter, Milk Bottle Crate Mfrs. Council		
Milk Sugar Mfg.	2,3	8/25/33				R.T.Baldwin, Milk Sugar Institute, Inc.		
Millinery & Dress Trimming, Braid & Textile	3	No date				G.G.Neidich, M.&D.Trimm. B. & T. Assn.	10/31/33	11/10/33
Millinery Mfrs. and Jobbers	3		10/5/33		Local Assns.	E.A.Holmes, Millinery Mfrs & Jobbers Assn. of Los Angeles		
Mirror Mfg.	3	8/17/33				F.H.Hagemann, Mirror Mfrs. Assn.		
Mop Mfg.	3	9/12/33				Roth Stearnes, John Foley	(None in file)	
						Chas.Cashman, Mop Mfrs. Assn.	12/15/33	12/25/33
Mop & Polish Mfg.	3, 6	8/24/33				W.A.Babbitt, Natl Mop and Polish Mfrs. Assn.		
Mop Stick Mfg.	3, 5	8/24/33				" "	11/14/33	11/24/33
Motor Fire Apparatus	3			No date	None indicated	O.M.Canter	11/8/33	11/9/33

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reasons	Industry's Authorized Representative	Code Approved	Code Effective
Motor Hearse & Car Owners Assn. of Brooklyn & Long Is.			8/23/33		Local Organization	Michael Cavanagh, Brooklyn & Long Island Motor Hearse & Car Owners Assn.		
Mounting & Finishing	2,3, 6	9/28/33				W.N.Guthrie, Assn. of Mounters & Finishers		
Mutual Insurance	2	9/6/33				A.V.Gruhn, Am. Mutual All. Fed. of Mutual Fire Ins.Cos. Natl. Assn. of Automotive Mutual Ins. Cos., Natl.Assn Mutual Insurance Cos.		
Natural Gas	2,3,4,5,6,7	8/11/33						
Newspaper & Magazine Distributing	1,2, 5	9/7/33				M.W.Morrissey, Natl. Ins. Newspaper & Magazine Distributors		
Newspaper Printing Press	3, 6		9/28/33		Not warranted	C.E.Drange, Newspaper Printing Press Bldrs. Assn	3/5/34	3/15/34
N.Y. Stock Exchange	2, 4			8/29/33	Could not agree	R.E.Desvermine, Council	11/4/33	11/13/33
Nickel Alloys	2,3, 6	No date				H.G.Fales, Nickel Alloys Assn., Inc.	5/24/34	6/3/34
Non-Ferrous Foundry Casting	2,3, 6	8/30/33				N.K.Patch, Non-Ferrous Foundry Assn.	12/18/33	12/25/33
Non-Ferrous Hot Water Tank Mfg.	3, 6	9/9/33				F.R.Fletcher, Non-Ferrous Hot Water Tank Mfrs. Assn.	4/4/34	4/14/34
Non-Metropolitan Pub-Printing and Printing	1,2,3,4,5,6, 14	8/28/33				Natl.Editorial Assn. W.D.Allen; K.F.Baldridge,VP H.B.Rutledge, Ex. Sec.		
Notion, Thread and Cotton Goods	6	9/5/33				Harold M. Goldblatt		
Novelty Curtain, Drapery, Bedspread & Novelty Pillow Mfg	2,3, 6	8/11/33				H.Y.Curt, Representing Association	11/1/33	11/11/33

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Office Building	2,3, 5,6	8/21/33				Natl.Assn.Building Owners & Mfrs., L.B.Ermeling, C.F.Palmer, Code Com.		
Ocean Pearl Button & Novelty Mfrs.				10/2/33	No reply from Industry	C.R.Martin, Ocean Pearl Button & Nov. Mfrs. Assn.		
Office Equipment Mfg.	2,3	8/12/33				L.Stowell, Office Equip. Mfrs. Industry	11/4/33	11/13/33
Oil Burner	2,3,4,5,6	8/3/33				H.F.Tapp, American Oil Burner Assn.	9/18/33	9/23/33
Oleomargarine	2,3, 6	9/6/33				A.K.Fisher, Oleomargarine Council		
Olive Oil Packing	3	9/15/33				DeWitt C.Reed, Olive Oil Packers Assn. of America		
Optical	2,3,4,5,6	8/1/33				None given	10/9/33	10/19/33
Optical Wholesale	2,3, 6	8/19/33				G.A.Henry, Opt. Wholesalers Code Com.	5/31/34	8/11/34
Osteopathic			9/30/33		Not necessary for educational inst.	L.L.Gourley, Osteopathic Profession		
Outdoor Advertising	2,3, 6	9/9/33				H.E.Fisk, Outdoor Adv. Assn of America	2/24/34	3/6/34
Oxy-Acetylene Mfg.	2,3, 6	9/13/33				Jno.R.Gobey, Natl. Oxygen & Acetylene Assn.	12/15/33	12/18/33
Oyster Growers and Dealers	3, 6	No date				H.W.Beach, Oyster Growers & Dealers Assn.of Am.,Inc.		
Oyster Shell Crushers	3, 6	8/24/33				D.G.Evans, Oyster Shell Crushers Assn.	6/2/34	6/11/34
Pacific Coast Dried Fruit	2,3,4, 6	8/15/33				D.K.Grady,Pacific Coast Dried Fruit Ind.	1/26/35	

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Package Cereal Food Mfg.	2,3	8/19/33				C.L.Connor, Package Cereal Food Industry		
Package Medicine	3, 6	8/5/33				F.A.Blair,The Proprietary Assn. of Am.,J.M.Euring, Pr United Med.Mfrs. of Am.	5/15/34	5/28/34
Packaging Machinery Mfg.	2,3, 6	9/9/33				W.J.Donald, Packaging Machinery Mfrs. Inst.	10/31/33	11/11/33
Paint,Varnish and Lacquer Mfg.	2,3,4,5,6	8/1/33				Am.Paint & Var. Assn.Inc. Natl.Paint,Oil,Var.Assn Inc	10/31/33	11/15/33
Paperboard Mfg.	3	8/4/33				W.P.Jeffery,Natl Paperboard Assn.	11/8/33	11/20/33
Paper Box Mfg.	3, 6	8/3/33				Not indicated	12/30/33	1/8/34
Paper Disc Milk Bottle Cap	3	8/26/33				G.J.Lincoln,Jr.,Disc Bottle Cap Industry	2/1/34	2/12/34
Paper Distributing	2, 6	8/24/33				J.K.Javitz,Paper Dist.Tr.	12/23/33	1/1/34
Paper Dress Patterns	3	8/24/33				Lee Ellmaker,Paper Dress Pattern Industry		
Paper Napkin Mfg.	3	8/29/33				G.J.Lincoln,Jr. Paper Napkin Industry		
Paper & Pulp Mfg.	3, 6	8/11/33				S.L.Willson, American Pap. & Pulp Assn.	11/17/33	11/27/33
Parking	2,3	8/28/33				W.C.Dorutge,Internatl. Garage Assn.	12/7/33	12/11/33
Peanut Butter	2,3	9/27/33				W.F.L.Tuttle,Natl Peanut Butter Institute	4/4/34	4/14/34
Peanut	3, 6		8/17/33		Wage rates too low	H.C.Smithers, J.F.Pumer Va.Carolina Peanut Assn. Southeastern Peanut Assn.		
Pecan Shelling	3, 6	8/26/33				E.M.Priusten,Natl Pecan Shellers Assn.	10/23/34	10/29/34
Pearl Button			No date		No reason stated	W.P.Fickett, Natl. Assn. Button Mfrs.		
Perforated Metal Mfrs	2,3, 6		9/8/33		Sign straight PRA	J.R.Worsford,Perforated Metal Mfrs. Assn.		

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Perfumes, Cosmetics & Toilet Preparations	3, 6	8/24/33				C.S.Welch, Assoc. Mfrs. of Toilet Articles	3/23/34	
Personal Finances Co's.	2	9/15/33				E.F.Fowler, Amer. Assn. of Personal Finance Companies		
Petroleum Equipment Supplies	2,3,4,5,6			No date	No reason	W.L.Childs, Amer. Pet. Equipment Suppliers Assn.	11/2/33	11/13/33
Petroleum Industry	2,3,4,5,6,7	8/8/33				None given	8/19/33	9/2/33
Pharaceutical and Biological Products Mfg.	2,3	8/17/33				H.W.Bigelow, Carson P. Frailey, American Drug Mfrs. Assn. & Amer. Phar. Mfrs. Assn	10/25/34	11/5/34
Photo-Finishing	3, 5,6	8/30/33				C.G.Chase, Photo Finishers Institute of America	3/23/34	4/2/34
Photographic Mfg.	2,3,4,5,6	8/4/33				Not given	8/19/33	8/29/33
Piano Mfg.	2,3	No date				Lucien Wulsing, Natl Piano Mfrs. Assn. of America	11/4/33	11/13/33
Pickle Packers	2,3,4, 6	8/18/33				F.O.Brown, Natl Pickle Packers Assn.	10/4/34	10/15/34
Picture Moulding & Frame Mfrs.	3,4		9/30/33		Not warranted	H.E.Leichenger, Picture Moulding & Fr. Mfrs. Assn.	1/16/34	1/29/34
Pipe Line Contractors	2,3,4, 6		10/9/33		Lack of Statistics	G.E.Matt, Assoc. Pipe Line Contractors of America		
Pipe (Smoking) Mfg.	3	8/17/33				A.D.Berless, Natl. Assn. Mfrs. Smoking Pipes	1/23/34	2/2/34
Playing Marble	2,3, 6		9/9/33		Not warranted	C.C.Grimmet, Natl Playing Marble Assn.		
Porcelain Enameling	2,3,4,5,6	8/12/33				R.W.Staud, Porcelain Enam. Institute, Inc.	3/31/34	4/9/34
Portland Cement Mfg.	3, 6	8/30/33				C.F.Conn, Portland Cement Industry	11/27/33	12/7/33
Portrait	2,3, 6		10/9/33		Not warranted	M.E.Macdonald, Natl Portr. Assn.		
Poultry Equip. Mfg.	2,3, 6	9/25/33				H.L.Ashworth, Poultry Equip Assn.		
Powder Puff Mfg.	3, 6	9/7/33				J.S.Valentine, Powder Puff Mfrs. Assn.	1/17/34	1/27/34
Prepared Mustard	3	9/30/33				W.F.L.Tuttle, Prep. Must. Mfrs. Assn.		

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Preserved Foliage and Wreath	2, 4, 6		8/24/33		Not given	Fred Henoch, Industry		
Preserves & Mince Meat Mfg.	3, 6	8/25/33				D.R.Forbes, Natl. Preserves Assn.		
Pretzel Mfg.	3, 6	8/23/33				Geo. H. Becker, Natl Pretzel Mfrs. Assn.	8/11/34	8/27/34
Printing Equipment	3		8/23/33		Not warranted	J.E.Bennet, Printing Equip Assn.	2/2/34	2/17/34
Printing	3	8/2/33				Not indicated		
Printers League Sec. of N.Y. Employing Printers Assn.	3, 7	8/3/33				F.A.Silcox, Printers League Union		
Printing Ink Mfg.	3	8/23/33				A.W.Chamully, Natl Assn. Printers Ink Makers, Inc.	3/16/34	3/26/34
Public Seating	2,3, 6		9/30/33		Not warranted	J.H.Nelson, Trade Practice Com. Public Seating Ind.	7/10/34	7/23/34
Pump	3		8/24/33		Recommended sign PRA	C.H.Rohrbach, Hydraulic Institute	10/11/33	10/23/33
Quicksilver Producers	3, 6	9/7/33				J.F.Callbreath, Natl. Quicksilver Producers Assn	3/21/34	3/31/34
Quilting	2,3		9/19/33		Less than 500 employees	Benjamin Kirsh, Quilting Mfrs. Institute	1/23/34	2/2/34
Radio Industry	2,3,4,5,6,7	No date				Not given		
Radio Broadcasting	3,4	8/31/33				P.G.Louchs, Natl. Assn. of Broadcasters	11/27/33	12/11/33
Railroad Tie			No date			B.N.Johnson, Railroad Tie Association		
R.R.Special Track Equipment	2,3, 6		10/2/33		Not warranted	John Link, Jr. R.R.Special Track Equipment Industry	4/6/34	4/6/34

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Railroad & Transportation Concessions	2,3, 6		9/13/33		Could not agree	Railroad & Transportation Concessionaries Assn.		
Railway Car	2,3,4, 6		10/2/33		Not warranted	W.C.Tabbert, Amer. Railway Car Institute	2/16/34	2/21/34
Rainwear	2,3, 6			9/15/33	Wait for code	Fred Monosson, Natl Rainwear Assn.	12/15/33	12/25/33
Raw Cotton Trade	2,3, 6	9/29/33				J.W.Garron, Amer. Cotton Shippers Assn.& Chairman, Conf. of Raw Cotton Trade		
Rayon Weaving (natl.)	2,3,4,5,6,7	No date				Not indicated		
Rayon & Synthetic Yarn	2,3,4,5,6,7	8/1/33				Not indicated	8/26/33	9/9/33
Real Estate	2,3,4,5		9/5/33		Hours too long	W.C.Miller, Natl. Assn. of Real Estate Boards	4/9/34	4/19/34
Refractories	3, 6	8/12/33				R.A.Hutchins, Am. Refr. Ins	12/18/33	12/28/33
Retail Coal Merchants	1,2,3,4,5,6	No date					2/14/34	2/26/34
Retail Dry Goods Dept Spec.Shop, Mail Order,Men's Clothing & Furnishings	2, 4,5	7/31/33					10/21/33	10/30/33
Refrigerating Machinery	2,3	9/30/33				F.D.Stevens, Ref. Mach.Assn	7/30/34	8/9/34
Reinforcing Materials Fabricating	2, 6	8/30/33				R.W.Johnson, Concrete Reinforcing Steel Institute	11/27/33	12/11/33
Rendering	2,3, 6		9/30/33		Lack of information	Geo.Links, Code Com. Rendering Industry		
Restaurant	2, 5	No date				F.A.Simonsen, Natl. Rest. Assn.	2/16/34	2/26/34
Retail Automotive Maintenance	2,3, 6	9/11/33				Don Kerr, Natl. Automotive Maintenance Assn.		
Retail Automotive & Garage Industry	2			9/14/33	Not warranted	G.E.Keneipp,Emergency Natl Com.,Natl. Automotive Maintenance & Garage Ind.		
Retail Confectioners	2	No date				Anderson Pace, Assoc.Retail Confectioners of U.S.		

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Retail Feed Distr.	2	8/23/33				R.M.Field, Natl. Fed. Feed Associations		
Retail Fruits & Vegetables	2, 4,5	9/6/33				J.A.Hudson, Natl. Retail Frt.& Veg. Dealers Assn.Inc		
Retail Drug Trade	2, 5	8/15/33				J.W.Dargavel, Natl.Assn. Retail Druggists	10/21/33	10/30/33
Retail Jewelry	2,3,4,5,6,7	8/8/33				Edward Krehbrel,Am. Natl. Retail Jewelers Assn.	11/27/33	12/11/33
Retail Lumber Products Bldg. Mat. & Bldg. Specialties	3, 6	8/1/33				~~Not stated~~ Nat'l Retail Lumber Dealers Assoc.	10/3/33	10/13/33
Retail Optical	2,3, 6	9/7/33				Dr.J.S.Stapsy, Retail Opt. of America	6/4/34	6/8/34
Retail Tobacco Dealers	2	9/30/33				S.S.Perry, Retail Tobacco Dealers of America	6/19/34	6/19/34
Ribbon & Notion Novelty	3	8/21/33				H.T.Vorhis, Ribbon & Notion Novelty Div.Natl.Not.Assn.		
Rice Milling	2,3, 6	No date				W.M.Reid,F.A. Goodchaux, G.E.Bromsard,Com. Rep. Southern Rice Milling		
Robe Mfg.	3	8/19/33				Roseman Weil,Golshel & Wangs Robe Ind.Assn. of Am:	1/16/34	1/29/34
Roller & Silent Chain Mfg.	2,3	9/19/33				F.D.Stevens, Roller & Silent Chain Industry	7/5/34	7/16/34
Saddlery	3, 6	9/25/33				Wayne Duismore,SaddleryInd:	10/3/33	10/13/33
Safety Razor & Blade Mfg.	3, 6	8/17/33				H.H.Sleidel,Natl. Assn. Safety Razor & Blade Mfrs.	7/21/34	7/31/34
Sample Card Mfg.	2,3, 6	9/12/33				Alexander Schwartz,Sample Card Mfrs. Assn., Inc.	2/19/34	3/5/34
Sanitary Napkin and Cleansing Tissue	2,3, 6			10/2/33	No response from Ind.	W.F.Becker, Sanitary Nap. & Cleansing Tissue Assn.	1/12/34	1/19/34

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Sanitary Wiping Cloth	2,3, 6	9/7/33				E.D.Szold,Sanitary Inst. of America		
Sash Weight	3, 6		No date		No reason	W.J.Parker,Sash Weight Assn., Inc.		
Sausage Casing Mfg.	2,3, 6	8/12/33				E.Balestier,Jr. Natl. Sausage Casing Dealers Assn		
Saw Service	3	8/30/33				J.W.Grant, United Saw Service Assn.		
Saw & Steel Prod.Mfg.	2,3,4,5,6	8/8/33				Wm.D.Disston, Saw Mfrs.Assn	2/10/34	2/20/34
Scientific Apparatus	3	8/17/33				E.B.Lent,Scientific Apparatus Makers of America	11/14/33	11/27/33
Schiffli & Hand Machine Embroidery	3,4			No date	Not stated	Ernest Mossman, Emb.Mfrs. Protective Assn., also Hand Machine Emb. Assn.	2/2/34	2/12/34
School Supplies	2,3, 6		9/18/33		Wages & hours unsatisfactory	J.W.McClinton, Natl.School Supply Assn.	7/5/34	7/15/34
Scrap Iron & Steel	2,3, 6	8/22/33				Benjamin Schwartz, Inst. of Scrap Iron & Steel	3/12/34	3/26/34
Screen Mfg.	2, 6		8/25/33		Not warranted	W.N.Guthrie,Natl.Screen Institute	11/14/33	11/27/33
Secondary Aluminum & its Alloys Mfg.	2,3, 6	8/19/33				R.D.T.Hollowell,Aluminum Research Institute	2/8/34	2/22/34
Seafood			8/23/33		Not a natl. organization	C.R.Nail,Sea Food Industry of State of Louisiana		
Seed Trade	2,3, 6	8/25/33				A.B.Clark, American Seed Trade Assn.	2/2/35	
(Modification)	2, 5	12/27/33						
Sewing Machine Mfg.	2,3, 5,6	No date				M.C.Lightner, Sewing Mach. Trade Assn.	4/21/34	4/30/34
Sheet Metal Distr.	2,3, 6	8/16/33				H.R.Ryanhart, Natl. Assn. Sheet Metal Workers	7/27/34	8/6/34
Sheet Rubber & Related Sundries Mfg.	2,3, 6	8/ /33				R.S.Crawford, Sheet Rubber Sundries Mfrs. Assn.		
Sheet Steel Farm Equip.	2,3, 6	9/25/33				H.L.Ashworth,Sheet Steel Farm Equip. Assn.	7/26/33	8/5/33

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Ship Building and Ship Repairing			No date		Not an NRA matter			
Shoe Lace & Braid Mfg.	2,3, 6	9/30/33				E.H.Gaunt, Shoe Lace and Braid Institute		
Shoe Last Mfg.	3, 6	8/28/33				H.B.Cauby, American Last Assn.	4/23/34	5/7/34
Shoe & Leather Finishes and Cements Mfg.	3	9/29/33				C.L.Hanghaway, Assn. of Shoe & Leather Fin. & Cem.	12/30/33	1/8/34
Shoe Machinery Mfg.	2,3, 6	9/8/33				J.B.Schwartz Shoe Mach. Institute	4/6/34	4/16/34
Shoe Polish Mfg.	2,3, 6	8/30/33				O.R.Lindsley, Shoe Polish Institute		
Shoe Repairing, Hat Cleaning & Bootblack	2, 7		8/29/33		Local organization	A.W.Mazzarella, for Indus.		
Shoe Shank	3, 6		9/8/33		Wages too low	Shoe Shank Mfrs. Ind. by Scoviell, Wellington & Co.	2/21/34	3/3/34
Shoulder Pad			No date		Less than 1000 empl.	Not given	2/5/34	2/15/34
Shower Curtain Mfg.	3, 6	9/28/33				J.Dash, Natl. Assn. Shower Curtain Mfrs.		
Shovel, Dragline and Crane Mfg.	2,3, 6	8/16/33				L.E.Houston, Shovel Dragline & Crane Industry	11/8/33	11/20/33
Shower Door	3		9/9/33		Local Assn.	L.L.Balleisen, Natl. Shower Door Mfg. Assn.	5/19/34	5/29/34
Silo Mfg.	2,3, 6	9/13/33				Z.W.Crame, Natl. Silo Mfrs Assn.		
Silverware Mfg.	2,3	9/12/33				Alexander Vincent, Silverware Mfrs. Institute	12/23/33	12/25/33
Slide Fastener Mfg.	2,3, 6	8/25/33				W.C.Arthur, Code Com. Slide Fastener Mfrs. Assn. of Am.	1/31/34	2/12/34
Slit Fabric Mfg.	3, 6	8/19/33				I.H.Friedman, Natl. Assn. Slit Fabric Mfrs.	1/16/34	1/29/34
Soap & Glycerine Mfg.	2,3, 6	8/30/33				R.R.Denpree, J.S.Goldbaum, Sec. R.C.Edlund, Assn. of Amer. Soap & Glycerine Prod. Inc.	11/2/33	11/13/33

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effectiv
Soda Water Flavoring Mfg.	3	8/24/33				J.S.Hall, Natl. Mfrs. Soda Water Flavors		
Soft Drinks	2,3	9/5/33				W.Parker Jones, Amer. Bottlers of Carbonated Beverages	6/7/34	6/18/34
Solid Section Steel Window Mfg.	3	8/28/33				R.H.Sartor of Industry		
Southern Fisheries	3, 6		8/29/33		Local Assn.	G.H.Dieter, Southern Fisheries Assn.		
Southern Plow Goods	3,4, 6			No date	Not stated	G.S.Hooper, Southern Plow Mfrs. Assn.		
Soybean Oil Mfg.	2,3, 6		9/28/33		Less than 1000 empl.	W.H.Eastman, Natl. Soybean Oil Mfrs. Assn.		
Specialty Accounting Supply Mfg.	2,3, 6	8/25/33				O.L.Moore, Natl. Assn.Spec Accounting Supply Mfrs.	5/17/34	5/27/34
Spice Mfg.	3, 6	8/17/33				P.O.Dietsch, American Spice Trade Assn.	5/11/34	5/21/34
Spray Painting Equip.	2,3,4, 6		10/2/33		Less than 1000 empl.	Wm.J.Pitt, Natl. Spray Painting & Finishing Ind.	4/19/34	4/29/34
Standardized Shop Assembled Metal Tank Mfg.	3, 6	8/19/33				N.R.Seidle, Standardized Shop As. Metal Tank Ind.		
Stationery, Tablet & School Paper Mfg.	3, 6	8/28/33				H.W.Selby, Mfrs. of Indus.	12/30/33	1/8/34
Stationery (Wholesale)	2, 6	9/10/33				H.C.Whittemore, Wholesale Stationers Assn. of U.S.A.	4/21/34	
Stay Mfrs.	2,3, 6			8/29/33	Submit new substitution	P.S.Vaitses, Pres., Natl. Assn. Stay Mfrs.	2/26/34	3/8/34
Steam Solvent Naval Stores Mfg.	2,3,	9/30/33				J.W.Cooper, Steam Solvent Naval Stores Mfrs. Inst.		
Stearic Acid	2,3	9/12/33				L.B.Platt, Natl. Stearic Acid Assn.		
Steel & Copper Plate Engraving	3, 6	9/12/33				The.A.Isert, Code Com. Engraved Stationery Mfrs.Assn	2/17/34	2/26/34

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Steel Plate Fabricating	3	8/22/33				W.F.Perkins, Steel Plate Fabricators Assn.	4/6/34	4/16/34
Steel Tubular & Fire-box Boiler Mfg.	3, 6	No date				R.L.Chorlts, Steel Heating Boiler Institute	10/23/33	11/6/33
Steel Warehouse	2,3, 6	2/18/33				H.R.Rinehart, Steel Warehousing Industry		
Steel Wool			10/2/33		Less than 1000 empl.	Crosby Field, Committee organizing Steel Wool Mfrs. Assn.	2/28/34	4/10/34
Stereotype Dry Mat	2,3	8/23/33				D.W.Corbin,U.S.Stereotype Dry Mat Industry	7/27/34	8/6/34
Stockyards	2, 5	8/18/33				W.H.Schellburg		
Stock Exchange Firms				No date	None given	None indicated	11/4/33	11/13/33
Stone Equipment and Supply	3		9/5/33		Insufficient data	J.J.Walsh, Allied Stone Equip. & Supply Ind.		
Stonewear Mfg.	3, 6	9/12/33				D.W.Corbin, Natl Stonewear Mfrs. Assn.	3/8/34	3/23/34
Storage & Moving	3, 6		No date		Local and state organization	H.E.Podlich, Code Com. Maryland Fur. Warehse.Assn.	4/19/34	4/30/34
Structural Clay Prod.	3, 6	No date				P.B.Belden,Structural Clay Products Ind.	11/27/33	12/7/33
Structural Steel and Iron Fabricating	3,6,12	12/7/33				C.G.Conley for the Industry	7/11/34	
Sulphuric Acid	All paragraphs	8/3/33						
Surgical Instruments	3	9/25/33				A.L.Faubel,Wholesale Surg. Trade Assn.		
Surgical Trade Assn. Retail	2			8/29/33	Retail Code	Fred B. Hovey, Amer. Surg. Trade Assn.		
Syrup & Molasses	2,3	10/11/33				Oscar A. Saar, Natl Syrup and Molasses Assn.		
Taxicab	2,3		8/21/33		Not warranted	W.W.Cloud, J.G.Williams, Natl. Assn. Taxicab Owners		

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Table Oil Cloth Mfg.	2,3	9/12/33				R.V.Wilcox, Table Oilcloth Mfrs. Assn.	2/2/34	2/12/34
Tag Mfg.	3, 6	8/22/33				F.N.Baxter, Tag Mfrs. Inst.	2/1/34	2/12/34
Tanners	2,3, 6	8/17/33				Fraser McMoffat, Tanners Council of America		
Tanning Extract Mfg.	3	8/25/33				Alan G.Goldsmith, Amer. Tanning Ex. Mfrs. Assn.	3/29/34	4/9/34
Tea Industry	2,3, 6	8/25/33				J.Graham Wright, Code Com. Tea Industry		
Telegraphic Communications	2,3,4,5,6,7	8/30/33				R.B.White, Western Union Geo.G.Gibbs, Pr. Postal Howard L.Kern, Commercial Cable Co.		
Modification	2,3,4	12/26/33						
Telephone Companies	7,2,3,4,5,6	8/11/33				Not given		
Terra Cotta	2,3	9/30/33			Approved but withdrawn because of failure of Ind. to accept	R.F.Dalton, Code Com., R.L.Ketcham, Natl. Terra Cotta Mfrs. Assn.	10/31/33	11/13/33
Textbook Publishers	2		No date		Not warranted	Geo.L.Buck, Natl. Textbook Publishers Council	10/1/34	10/15/34
Telephone Mfg.	2,3,4,5,6,7	8/ /33				F.B.MacKinnon,U.S.Indep. Tel. Assn.		
Terminal Elevator Grain	2,3,4, 6	8/ /33				H.M.Stratton, Terminal Elev.Grain Merchants Assn.		
Textile Distributing	2,3	9/20/33				L.P.Nestel, Assn. of Tex. Distributors, Inc.		
Textile Processing	2,3	9/6/33				Stanley R.Stager, Natl Tex Processors Guild, Inc.	1/30/34	2/5/34
Throwing Industry	3, 6		8/11/33		Cotton Textile Code	Throwsters Research Ins. Inc.	10/11/33	10/16/36
Tire Dealers	2,3, 6		No date		Local organization	Richard A. Billups,Jr.Okla. State Tire Dealers Assn.		
Tire Patch Mfrs.	3			9/23/33	No reply	B.H.Abbott,Tire Patch Mfrs. Assn.		

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Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Tobacco Warehouse	(No file)			No date	No documents on file	E.V.Webb, E.C.Tobacco Warehouse Assn.		
Toy & Playthings	1, 3,4, 6	8/2/33				Not in file	11/4/33	11/15/33
Trailer Mfg.	2,3, 6	9/29/33				H.A.Baylers, Trailer Mfg. Assn.	6/26/34	7/11/34
Transit	2,3,5,6,7	8/18/33				Chas. Gordon, American Transit Assn.	9/18/33	10/2/33
Transparent Materials Converters	2,3, 6			10/4/33	Disagreement	H.G.Gutera, Transparent Materials Converters Assn.	4/4/34	4/16/34
Trucking	2, 5	8/23/33				J.F.Winchester, Sp.Code Com: Fed. Truck.Assn. of Amer.	2/10/34	4/29/34
Umbrella	3	8/12/33				P.O.Deitsch, Umb.Mfrs. Assn	10/9/33	10/16/33
Upholstery & Decorative Fabrics	2		9/23/33		Not warranted	P.H.Gadebusch, Upholstery & Decorative Fabrics Assn. of America	3/6/34	3/16/34
Used Textile Bag	2,3, 6	9/10/33				F.T.Blissut, Natl. Burlap Bag Dealers Assn.	2/8/34	2/18/34
Vegetable Parchment Paper	3	9/25/33				DeForest Maurice, Vegetable Parchment Paper Assn.		
Vault Mfrs.			8/19/33		Not warranted	Flynt & Sully for Assn. of Bank & Vault Mfrs. of Amer	5/1/34	5/11/34
Velvet Mfg.	2,3, 6	8/18/33				Walter Gordon Merritt, Velvet Mfrs. Assn.	12/30/33	1/8/34
Vinegar Mfg.	3, 6	8/31/33				D.R.Forbes, Amer.Vin.Assn.		
Vitrified Clay Sewer Pipe Mfg.	3, 6	8/25/33				Geo.C.D.Lenth, Code Com. Vitrified Clay Sewer Pipe Industry	11/27/33	12/11/33
Wadding Mfg.	3	8/31/33			"	J.R.Carruthers, Natl.Assn. Wadding Mfrs.	4/19/34	4/30/34
Wallpaper	3, 6		8/8/33		Local Assn.	J.A.Hill, Com. Richmond Wallpaper Contractors Assn.	9/7/33	9/18/33

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Warm Air Furnace	3, 6		9/27/33		Week hours too long	Allen W.Williams, Warm Air Furnace Mfrs. Assn.	11/27/33	12/11/33
Washable Service Apparel Mfg.	2,3, 6	9/29/33				Joseph Maslan, Asst'd Mfrs: Washable Service App. Inc.		
Washing and Ironing Machine Mfg.	3	8/24/33				J.R.Bohnen, American Washing Machine Mfrs. Assn.		
Waste Mfg.	2,3, 6	9/18/33				Chas. Lachman, Waste Mfrs. Assn.	12/7/33	12/17/33
Waste Material	3, 6	No date				Chas. M. Haskins, Natl.Assn Waste Mat.Dealers Assn,Inc:	2/13/34	3/26/34
Water Meter Mfrs.	2,3, 6		10/2/33		Not warranted	H.L.Dawson, Water Meter Institute	5/16/34	5/27/34
Waterproof Paper Mfg.	3	9/7/33				D.A.Crocker, Waterproof Paper Mfrs. Assn.	2/17/34	2/26/34
Water Supply Utility	2,3,4,5,6,7			9/12/33	Disagreement	A.W.Cuddlebach,Inst. of Water Utilities, Inc.		
Water Well Drilling	2,3, 6	9/7/33				T.W.Thorpe,Amer. Assn. Water Well Drillers		
Wax Paper Mfg.	3	8/26/33				Wm.J.Eisner, Amer. Wax Paper Assn.	12/18/33	1/1/34
Weaving Specialties Mfg.	3, 6	9/25/33				J.M.Cromin,Weaving Spec. Assn.		
Wheat,Flour Milling	2,3,4,5,6,7	8/1/33				Herman Fakler,Natl.Millers Federation		
Wheelbarrow	2			No date	None given	Wm.A.Perry, Wheelbarrow Assn. of Amer.		
Wholesale Automotive	2,3, 6	8/21/33				L.H.Phelps,Frank G.Stewart: Wholesale Automotive Ind.	12/18/33	12/28/33
Wholesale Drug	2, 4,5	No date				F.G.Meyer,E.L.Newcomb,Natl Wholesale Druggists Assn.		
Witch Hazel	3	10/2/33			Approved but withdrawn because of failure of Ind. to accept	John F.Prinzing, W.H.Mfrs Assn.	2/1/34	2/11/34

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Wire Cloth	2,3, 6			8/18/33	Requested by Industry	A.M.Ferry,Wire Cloth Mfrs. Assn.		
Wholesale Dry Goods	2,3	8/21/33				Flint Garrison, General Wholesale Dry Goods, Inc.		
Wholesale Hardware	2, 3	8/19/33				C.J.Whipple, Natl. Hdw. Assn. of U.S.	7/30/34	8/9/34
Wholesale Lobster Dealers	3, 6	8/25/33				Allen E. Newton, Natl. Wholesale Lobsters Assn.	4/13/34	4/23/34
Window Glass Mfg.	2,3, 6	8/31/33				R.B.Tucker, Window Glass Mfrs. Assn.	11/22/34	
Wiping Cloth	2,3, 6	9/7/33				Benjamin Schwartz, Sanit. Institute of America	2/17/34	2/26/34
Women's Belt	2,3, 6	9/10/33				Moses D. Mosesohn, Natl. Assn.Women's Belt Mfrs.	10/3/33	10/13/33
Women's Neckwear & Scarf	(No file)			10/7/33	No reply from Industry	Irving B.Levi, Natl. Women's Neckwear & Scarf Assn.	12/19/34	
Wood Cased Lead Pencil	2,3, 6		9/7/33		Not warranted	Nelson B. Gaskel,Lead Pencil Institute	2/17/34	2/27/34
Wood Chemical Produces	3, 6				File does not disclose action was taken	M.H.Haertel,Wood Chemical Institute, Inc.		
Wood Heel Mfg.	3, 6	8/25/33				Arthur A.Williams, Natl. Assn. Wood Heel Mfrs.	2/9/34	2/12/34
Wood Working Machinery Mfg.	3			10/3/33	No response from Industry	Fred A. Collinge, Assoc.of Mfrs. of Wood Work. Mach.	5/14/34	5/25/34
Wooden Pail & Tub	2,3, 6		8/21/33		Not warranted	Robt.P.Hayward, Wooden Pail and Tub Assn.		
Wood Preserving	2,3, 6	8/30/33				J.D.Latimer, Wood Preserving Industries Assn.	7/13/34	7/30/34
Wool Felt Mfg.	3, 6	8/23/33				Edward A. Bran, U.S.Felt Mfrs. Institute	11/27/33	12/11/33

P.R.A. SUBSTITUTIONS

Industry	Paragraphs Affected	Date Approved	Date Rejected	Date Withdrawn	Reason	Industry's Authorized Representative	Code Approved	Code Effective
Wool & Mohair Warehouse	6		9/12/33		Wages not satisfactory Local organization	W.B.Boggess, Wool & Mohair Warehouse Assn. of Texas		
Wool Stock	3, 6	8/23/33				W.H.Watson, Wool Stock Council		
Wool Trade	2, 6	8/25/33				Joseph P.Draper, Code Com. Geo. L. Anderson, Boston Wool Trade Assn.	1/16/34	1/29/34
Yeast	2,3	8/9/33				Arthur Ritter, Com. for Yeast Industry	7/2/34	7/16/34
Zinc	3, 6,9	8/3/33				American Zinc Institute	3/26/35	

APPENDIX G

GENERAL INTERPRETATIONS, EXPLANATIONS, INSTRUCTIONS AND RULINGS REGARDING THE PRESIDENT'S REEMPLOYMENT AGREEMENT

ACCOUNTANTS - See "Professional Occupations".

ACTORS AND NIGHT CLUB ENTERTAINERS (JUVENILE) - Such minors are prohibited from working, if the theatre or club wants the Blue Eagle (Card #1182) (*). Also see "Minors" and "Paragraph #1, PRA".

ADVERTISEMENTS, NEWSPAPER - "A newspaper may not accept advertisements carrying the Blue Eagle until advertisers' names are actually posted on the Honor Roll, or else until the employer produces some receipt or other evidence from the Postmaster. Generally speaking, the NRA exercises no authority over newspaper advertising columns. It is not, however, permitted to publish any so-called honor list or list purporting to enumerate NRA members unless all are included. Any list that does not include all establishments that come under the Eagle must definitely state in the advertisement or at the head of the list that this is only a partial list and does not include all. The idea of this is of course to prevent any NRA member who does not agree to pay to have his name included, from being considered by consumers as not among those who have joined." (Card #1183 and release #731).

AGRICULTURAL WORKERS - "Agricultural workers are all those employed by farmers on the farm when they are engaged in growing and preparing for sale the products of the soil and/or live stock; also, all labor used in growing and preparing perishable agricultural commodities for market in original perishable fresh form. When workers are employed in processing farm products or preparing them for market, beyond the stage customarily performed within the area of production, such workers are not to be deemed agricultural workers." (Drafted by Dr. Wolman, Chairman NRA Labor Advisory Board, approved by George N. Peek, formerly co-Administrator, AAA and General Johnson).

APPRENTICES - "The minimum wage provisions of the Agreement do not apply to apprentices if under contract with the employer on August 1, 1933, but no one shall be considered an apprentice within the meaning of this interpretation, who has previously completed an apprenticeship in the industry." (Basic Interpretation #9, General Johnson, NRA Bulletin #4).

"Employers are permitted to hire apprentices after signing the PRA, but not at less than minimum wage unless such apprentices were under contract prior to August 1, 1933, unless specifically provided for under a substitution to the PRA. Apprentices are not considered as professionals except that in schools such as nursing schools, where the training is professional, they are excepted from wage and hour provisions. Where

(*) "Card #____" refers to the cards on which were incorporated the various interpretations, etc., promulgated by the Blue Eagle Division, NRA.

substitutions to the PRA limit the percentage of apprentices that may be employed, the percentage shall be based upon the number of employees in the particular establishment affected. 'No employee shall be considered an apprentice unless there is a definite agreement between him and his employer as to the length of his apprenticeship and the amount of remuneration during said apprenticeship.' (C. S. Long). No one shall be considered an apprentice who has previously completed an apprenticeship in the industry." (Card #1188).

"Employers are not expected to hire or contract for apprentices after they sign the PRA. Interpretation #9, referring to apprentices, covers only those who are actually apprentices before August 1, 1933. The object of the President's Reemployment Program is to put unemployed men back to work. Therefore, why train younger men for positions that can now be filled with unemployed men? Apprentices, during the period of apprenticeship may be paid at a rate not less than 80% of the minimum rate; such apprentice class shall not consist of more than 5% of all employees in any establishment. Each factory would be a separate establishment. (Lt. Johnston).

ARTISTS (INCLUDING COMMERCIAL ARTISTS) - See "Professional Occupations".

ARTISTS, PHOTOGRAPHIC - "The status under PRA of Photographic Artists is: (1) Complete exception for those receiving more than $35.00 per week, (2) Actual artists are excepted, (3) Others of this class, not covered by Paragraphs 2 and 3, are to be averaged at 40 hours over a 6 weeks period." (Policy Board or thru Mr. Richberg, August 25, 1933). Also see "Professional Occupations."

BACK WAGES DUE EMPLOYEES BY VIOLATIONS OF PRA, POLICY ON COLLECTION - "The NRA Policy is well established that the National Compliance Board or a local Compliance Board may properly require an adjustment by restitution of back pay as a condition to continued display of the Blue Eagle under PRA or as a condition to restoration of the Blue Eagle. A number of local Compliance Boards are on record as refusing to put themselves in the position of collection agencies. As a matter of practical administration we may advise the Local Compliance Boards to assist in recovering back pay. The Local Compliance Boards may adopt the policy of withholding recommendation for removal of Blue Eagles from violators of PRA who make restitution to employees." (National Compliance Board, December 13, 1933).

BAKING INDUSTRY - "Bakery deliverymen should be limited to a 40 hour week as called for in the substitution (paragraph 2) to the PRA approved for the industry." (Advisory Council, Compliance Division, June 6, 1934(. "Outside salesmen as it appears in the Baking Industry substitution, shall be interpreted to mean the same as the term "salesman" as defined in Section 6, Article II of the Baking Industry Code which became effective July 9, 1934 which says 'The term salesman as used herein shall mean the employee on bakery routes, whether wholesale, house-to-house, or otherwise, and any other sales employee whose principal duties and functions are performed not less than 60% of his working hours outside the establishment or any branch thereof by which he is employed, and who regularly delivers the bakery products which he sells.'" (Compliance Council, NRA, July 16, 1934).

BANK CONSERVATORS AND BANK RECEIVERS - "If the bank desires to display the Blue Eagle they come within PRA." (C. S. Long).

BARBECUE AND HOT DOG STANDS - "Considered as restaurants under the PRA." (C. S. Long). "Tips received by such employees are not a part of their minimum compensation." (L. G. Wilson, August 19, 1933).

BARBER AND BEAUTY SHOPS -

Subletting of Chairs in Barber and Beauty Shops - "A barber who subleases a chair in a barber shop and who also operated on this basis prior to June 16, 1933, is an independent contractor and is subject to neither maximum hour nor minimum wage provisions." (C. S. Long).

Barbers Paid Solely on Commissions - "Under the substitute provisions applying to barber and beauty shops, all barbers (except those exempt in Paragraph 4, PRA, and owner-operators, without employees) are limited to a 48 hour work week. All barbers (except as mentioned above) are limited as to maximum hours but are not limited as to minimum wage." (Lt. Johnston). This latter interpretation appears to be illogical, and was never enforceable.

Barber Shops and Beauty Shops, without Employees - "There has been a great deal of difficulty over the barber and beauty shop substitution especially so as they have attempted to limit the hours of the small shops to 52. It is, of course, possible for one man shops to get the Blue Eagle, by the owner signing the straight PRA, but it is the opinion of the Deputy Administrator in charge of the Code that submission will be hastened and participation increased if the idea gets around that the entire industry is bound by the substitution. The Board has taken a midway stand on this and has sent the attached letter to the Associated Master Barbers of America. Of course, if a man writes in and asks a point blank question, 'Can I get the Blue Eagle by signing the PRA without substitutions', we must tell him that he can, but where possible, use a copy of this letter as an answer. Partnership and owner operated Barber and Beauty shops, without employees, are limited to 52 hours per week of shop operation in order to operate under the substitutions granted and signed by Administrator Hugh S. Johnson on August 8, 1933 for the Barber Shop and Beauty Shop Industry. This limitation will continue in effect until the matter is finally settled by approval of a Code for the Industry by the President." (PRA Policy Board - V. P. Farnsworth).

BARTER LEAGUES - "Barter Leagues employing help and paying with food, shelter and other necessities of life are not exempt from the PRA. Such employees must receive at least the minimum wage and must not be required to work in excess of the maximum hours permitted by the PRA and any substitutions thereto. Whether the employees receive compensation in money or commodities, etc. is a matter for adjustment between the employees and the League." (C. S. Long).

BATTING AND PADDING INDUSTRY (SUBSTITUTIONS).- Definition - "The term 'Batting and Padding Industry' as used herein is defined to mean the manufacture of batts and pads. These batts or pads are manufactured principally from cotton or wool fibres processed over garnett machines or cards for resale purposes. These batts or pads are used primarily by

the purchaser to upholster automobile bodies, to upholster furniture, and for insulating purposes, as well as in the manufacture of comforters and mattresses, and other products so filled." (PRA Policy Board, August 9, 1933).

BEAUTICIANS - See "Barbers".

BEAUTY SHOPS - See "Barbers".

BEGINNERS - See "Students and Learners".

BILL COLLECTORS, OUTSIDE OR COMMISSION - See "Commission Workers".

BLUE STARS OR INSIGNIA - See "Insignia".

BOARDING HOUSES - "If small and they are really private homes the few domestic servants are excepted. But if in competition with restaurants, the restaurant substitution applies. If large establishments and run on a hotel basis, employees are subject to the PRA." (Lt. Johnston).

BOARDS OF TRADE - See "Chamber of Commerce".

BOOT BLACK STANDS - See "Shoe Shine Stands".

BRANCH ESTABLISHMENTS - (Chain store branches, etc.) "In cases where there are not more than two employees in towns of less than 2,500 and not part of a larger trade area, employees are not subject to maximum hours. (Paragraph 4, PRA), because the manager signs the Agreement and the Certificate of Compliance for his own particular branch. The wages of these employees should be raised at least 20%. If raising of wages 20% brings the pay above the minimum specified for that particular business, then they need be paid only that minimum." (Card No. 1199, also see Executive Order #6710 which refers to "not more than 3 establishments" rather than "2 employees"). "Where the manufacturing establishments, chain stores, chain restaurants, etc., have many establishments in different locations and different cities, the managers of these branches are expected to sign the PRA and Certificate of Compliance applying to the employees under their control." (Card No. 1199).

"It is not necessary for the owner of a chain of shops to sign the PRA for each shop in order to display the Blue Eagle in each shop. In cases where the owner of a chain of shops has signed the PRA, the employees in each shop of the chain are subject to the provisions of the PRA and any applicable substitutions approved thereto." (F. S. Pollak, November 13, 1933). This ruling was not uniformly followed by the Compliance Division, NRA.

BUYERS (OUTSIDE) - See "Commission Workers".

CADDIES ON GOLF COURSES - "Caddies are covered by Paragraph 2, PRA. If caddies are employed by a club they must be paid the minimum wage. If the club does not employ the caddies, but merely permits them to stay at the club while awaiting engagements, the caddies are in business for themselves, and wage and hour provisions do not apply." (C. S. Long).

CANNING INDUSTRY SUBSTITUTION - Sub-paragraph (c), Paragraph 6, has been interpreted to mean that the average of the total wages of all employees in Class 3 employed in any one establishment in the same homework operation, must equal the minimum wage for that region. (NRA Bulletin #6).

CARBONATED BEVERAGE INDUSTRY - See "Soft Drink Industry Substitution".

CARRIERS ON A WAGE BASIS - See "Daily Newspaper Publishing Industry Substitution", "Non-Metropolitan Publishing-Printing and Printing Industry Substitution", and "Newspaper and Magazine Distributing Industry Substitution".

CEMETERY WORKERS - Covered by Paragraphs 2 and 5, PRA (Card #1202).

CERTIFIED PUBLIC ACCOUNTANTS - See "Professional Occupations".

CERTIFICATE OF COMPLIANCE - See "Date of Compliance".

CHAIN STORE BRANCHES - See "Branch Establishments".

CHAIN STORE MANAGERS - Such managers do not come under the "very special case" clause of paragraph 4, PRA, the $35.00 clause applies and they should not be worked overtime even though they are paid time and one-third for overtime. (Lt. Johnston). See "Branch Establishments".

CHAMBERS OF COMMERCE - "Chambers of Commerce are expected to sign PRA and put into effect the provisions of the Agreement with respect to hours and wages of employees. If a Chamber of Commerce desires a stay of the provisions of the PRA respecting wages and hours of employees, it cannot approve its own application for relief, but must secure approval from some other organization in its community such as the Rotary Club or the Kiwanis Club." (C. S. Long).

CHARGES FOR MEALS, RENT, LAUNDRY, ETC.- See "Deductions from Wages".

CHARITABLE ORGANIZATIONS - See "Non-Profit Organizations".

CHILD LABOR - See "Paragraph #1, PRA" and "Minors".

CIGAR MANUFACTURING INDUSTRY - " . . the rate of pay for all 'strippers' whether machine or hand shall be 22½¢ an hour minimum" - this refers to paragraph "C" of the substitution to the PRA approved for the industry. (Advisory Council, Compliance Division, May 23, 1934).

CIGARETTE, CHEWING, AND SMOKING TOBACCO AND SNUFF INDUSTRY - (Substitution for paragraph 6, PRA) - "The minimum wage for stemmers, etc., on piece work must yield an average return to the workers as a group in that classification of not less than 25¢ per hour. The average return shall be calculated on a group basis and not on an individual basis." (Advisory Council, Compliance Division, June 6, 1934).

CLERKS IN STORES - "These employees must be guaranteed the minimum wage specified in the PRA whether or not they are employed on a partially or solely commission basis." (L. G. Wilson, August 19, 1933).

COLLECTORS - "For all practical purposes outside collectors are regarded in the same light as outside salesmen if working entirely on a commission basis. If the collector was working on the basis of a wage plus commissions, prior to June 16, 1933, he is considered as coming under the minimum wage provisions of the PRA but is exempt from the limitations on working hours." (Interpretation Section, Blue Eagle Division, NRA).

COLLEGES (BUSINESS AND PRIVATE)- See "Schools and Colleges (business and private)."

COLLEGE STUDENTS - See "Students and Learners".

COMMERCIAL ARTISTS - See "Professional Occupations".

COMMERCIAL DUPLICATING AND MAILING INDUSTRY - "(1) Employees in this industry engaged in regular routine office work for their employer (not filling orders for customers) shall be considered as paragraph 2 employees, (2) Employees in this industry engaged in filling orders for customers, producing such material for mailing and placing it in the mails, shall be considered as productive or factory employees (paragraph 3 employees (paragraph 3 employees)." (Compliance Council, NRA, June 29, 1934).

COMMISSION WORKERS (INSIDE & OUTSIDE) - "At the present writing, salesmen solely on commission are not defined as employees and consequently do not come under the provision of the PRA as to wages and hours." (Card #1215).

"In the case of any salesman who, prior to June 16, 1933, was operating on a guaranteed wage basis and subsequent to June 16, 1933 was changed to wholly commission basis, it will be assumed that the change was made to evade the provisions of the PRA and would be in violation of Paragraph 8, PRA - Subterfuge." (Card #1215).

"It is permissible to hire employees on a wholly commission basis subsequent to June 16, 1933, provided it was customary for the employer so to do prior to June 16, 1933, or was customary as applying to the class of employees in that line of business prior to June 16, 1933." (Card #1215).

"Substitutions to the PRA approved for particular trades or industries and interpretations thereto may alter the above." (Card #1216).

Salesmen on Commission having drawing accounts - "If the drawing account is merely an arrangement of convenience between the employer and the salesman, permitting the latter to obtain advances of money which are later deducted from the commissions which are earned, the status as a salesman on commission is not altered, BUT if the drawing account is in any way a guarantee, it is considered a base pay arrangement, and in such case the salesman cannot be regarded as a salesman entirely on commission." (Card #1216).

"Outside Buyer working on commission without any salary guaranty has the same status as an outside salesman working on commission. The compensation to be obtained in either case is contingent upon the volume

of business." (Card #1214).

"Outside Collector who works wholly on commission has the same status as an outside salesman wholly on commission." (Card #1214).

Automotive Maintenance Industry - "Automobile repair men paid on a commission basis are piece workers, and are subject to maximum hours and minimum wage provisions of the PRA and substitutions thereto approved for the Retail Automotive Maintenance Industry." (Card #1579).

CONSTITUTIONAL RIGHTS AND/OR IMMUNITIES - "There can be no inclusions or changes to the PRA such as 'provided, that by signing the Agreement we waive no constitutional right or immunity.'" (Card #1489).

CONTRACTS - "The signing of the PRA does not abrogate any union contract or any other bona fide contracts, nor does it authorize or permit the violation of such contracts." (PRA Policy Board or thru Mr. Richberg, August 25, 1933).

CONTRACTS (APPRENTICES) - See "Apprentices".

CONTRACTS (FEDERAL) - "Existing Federal Laws require that contracts shall be awarded to the lowest bidder. It is the policy of the Administration, however, to advocate legislation as soon as possible, providing that contracts shall be awarded to firms and individuals that are members of the NRA." (Card #1226). See "Government Contracts and Loans", page 74; Public Act #369; and Executive Orders #6246 and #6646.

CONTRACTS FOR GOODS AND/OR SERVICES - "Concerning contracts entered into prior to June 16, 1933 with suppliers who later increased prices unreasonably for goods or services contracted for before June 16, 1934, purchasers may require proof that such increases were necessitated by reason of the suppliers' adherence to the PRA and that such increases are not in excess of the actual increased costs caused by compliance with PRA.

"Paragraph,12, PRA does not cover contracts made after June 16, 1933. An arbitrary date had to be set and date of the Act is an appropriate one and especially 'since peak prices at that time'.

"Concerning question of whether contracts made prior to June 16, 1933 can be cancelled when permanent code goes into effect, in cases where costs of raw materials have increased to such an extent that the finished product must sell below cost; this is not a question under the President's Agreement, but a question of what will happen when a particular permanent code goes into effect. Neither the President's Agreement nor any code is intended to abrogate existing contracts. The President's Agreement provides for adjustments in the cases of contracts made prior to June 16, 1933. Whether or not a similar adjustment clause will be included in the permanent code for this particular industry is a point to be taken up with the Deputy to whom this industry is assigned." (Lt. Johnston).

"Paragraph 12 PRA presents a simple and concise statement in which the buyers of goods purchased on contract prior to June 16, 1933 agree to make an appropriate adjustment of price to meet any increase in cost caused by the seller having signed the Agreement or having become bound by any approved Code. No exceptions are provided in Paragraph 12 other than that such increases are to be made only in cases where the seller of goods has either signed the Agreement or has become bound by coming under the code. The PRA is a voluntary agreement of the signer with the President in which the signer agrees to do certain things in order to meet a National Emergency. In view of the fact that the PRA is not law, the application of Paragraph 12 is entirely dependent upon appropriate adjustment between the buyer and the seller. It is in fact almost entirely contingent upon the good faith and the sense of moral obligation and fair play on the part of the buyer. There is nothing in the PRA which in itself is intended to abrogate existing contracts. The matter of price adjustment in Paragraph #12 is one for mutual agreement between the parties concerned." (Card #1488).

CONTRACTS (LABOR UNION) - "If you have a contract with a labor organization calling for longer hours than the President's agreement allows, and this contract was made in good faith by collective bargaining and cannot be changed by you alone, try to get the labor organization to agree to a reduction to the maximum hours allowed by the President's agreement. If the labor organization will not agree, you may apply to NRA for permission to work your employees as many hours a week as the contract calls for. Send to NRA a request for this permission, with a certified copy of the labor contract, and any statement of the fact you desire.

"This application will be handled by NRA in the same manner as an application for relief in cases of individual hardship, filed under paragraph 14 PRA, but it will not be necessary to obtain the approval of a trade association or other organization. If NRA approved your application or is able to bring about any modification of the contract, you will then be granted permission to work employees in accordance with the contract as originally written or modified, and can then sign the Certificate of Compliance adding to it the following: 'Except as required to comply with the terms of the agreement in effect between the undersinged and the _____labor organization.'" (General Johnson, NRA Bulletin #4).

"The following language - 'If NRA approved your application or is able to bring about any modification of the contract' - means that NRA, upon receipt of a petition for permission to operate under a Union Contract, will investigate as far as possible to determine how far the employer has made a bona fide attempt to have the contract modified by negotiation with the Labor Organization. If NRA feels the employer has not obtained all the modification possible, NRA will negotiate directly with the Labor Organization in question." (Lt. Johnston). Also see "Local NRA Compliance Board Regulations for handling PRA petitions to operate under union contracts - Exceptions to the PRA", pages 70 to 72

CONTRACT (OIL COMPANIES) - "The question has arisen as to whether Section V, Article 2 of the Petroleum Code applies to contractors supplying services or material to the oil industry (such as fabricators of steel plates). The answer is that Section V, Article 2 does not apply to such contractors,

who should operate under their own substitutions for the PRA, unless in fact they are operating within the Petroleum Industry, such as subcontractors who drill oil wells." (Card #1225).

CORPORATIONS (OFFICERS AND STOCKHOLDERS) - "Officers are employees and not exempt from maximum hour provisions, PRA, if under $35.00 per week. Stockholders who are employees have the same status." (Card #1227).

COUNTRY CLUBS - See "Non-Profit Organizations".

COUNTY GOVERNMENT, EMPLOYEES - See "Governments".

CURB SERVICE EMPLOYEES - "Such employees must be over 16 (see paragraph 1, PRA) and must receive at least the minimum hourly rate specified in the Restaurant substitution exclusive of tips." (L.G. Wilson, August 19, 1933).

DAILY NEWSPAPER PUBLISHING INDUSTRY (SUBSTITUTION) - "Carriers on a wage basis shall be paid the minimum wage specified for sales employees for a full week and an hourly rate based on 40 hours per week for less than a full week." (National Compliance Board, January 25, 1934).

DAIRIES, SMALL - see "Farmers".

DATE OF COMPLIANCE - "It is expected that all employers desiring to cooperate with the President's recovery program will sign the Agreements promptly and mail them in. It is recognized, however, that it will be physically impossible in many instances to adjust employment conditions and to hire the necessary additional personnel in order to comply with the Agreement on August 1, 1933. For that reason, provision has been made for issuing the Blue Eagle only upon the filing of a certificate fo compliance. It should be possible in most instances to make the necessary adjustments and file a certificate of compliance within the first week of August, 1933, and such action, taken as promptly as possible, will be regarded as carrying out the Agreement in good faith." (Basic Interpretation #3, General Johnson, NRA Bulletin #4).

DEDUCTIONS FROM WAGES - "Except in the restaurant industry, no deductions for any purpose may be made from the minimum wage in any event. The pay envelope must be delivered intact to the employee. The substitution applying to the restaurant industry provides specificially that deductions may be made from the pay envelope for meals furnished to employees, when such was the custom prior to June 16, 1933, and that the amount deducted shall not exceed 25¢ per meal or $3.00 in any one week. Inaugurating such deductions, when they were not customary prior to June 16, 1933, is considered a subterfuge until the contrary is proven." (Card #1233)

"Bona fide charges as distinguished from deductions may be permitted under certain circumstances if the employee first receives the pay envelope intact. These cover situations in which the employer acts in the capacity of landlord, where he rents uniforms or where the employer performs some other service for the employee, as where he launders uniforms. If it was not the custom to make a charge for such service prior to June 16, 1933, it should certainly not be made now. Where a customary charge was made prior to June 16, 1933, for example, for the rental of wearing apparel, or where laundering had uniformly been handled by the employer and a charge

made for it prior to June 16, 1933, the employer may continue to make a reasonable charge for such service. In every such case it shall be mandatory that the employee have the option of furnishing the same service himself (herself) and be relieved from the charge." (Cards Nos. 1233 & 1234).

"There can be no deduction from the pay envelope except for meals as specifically provided in the restaurant substitution. As to the charges or rental of wearing apparel and for laundering same, in no case should the charge be compulsory. That is, if the employee can supply himself (herself) with uniform wearing apparel, and is willing to undertake the individual laundering, the employee should be allowed to do this without charge. Further, if it was not the custom to make such charges prior to June 16, 1933, they should certainly not be made now. Where the rental of wearing apparel has been a customary charge and where laundering has uniformly been handled by the restaurant, the employer may continue to make a reasonable charge for such services. In no event may deductions be made from pay envelopes. Also note that no other kind of deduction may be made in any other industry. The only allowable deduction from weekly wages anywhere is that provided for meals in the restaurant substitutions." (Policy Board signed K. Johnston, August 26, 1933).

Work Spoiled Through Carelessness - "The ruling of the Textile Code Administrator regarding work spoiled through carelessness - 'garments spoiled through carelessness of employees real or alleged is one of the risks of business and no docking of employees for spoiled work is permissible' - may well be used as a basis for interpretation in other lines of business. Deductions for 'work spoiled through carelessness' is one of the most easily abused practices for the purposes of reducing the minimum wage, and in most cases would be a violation of paragraph 8, PRA." (October 17, 1933 - W. P. Farnsworth).

"Reductions from wages cannot be made to cover loss of time or loss of material as a result of carelessness." (October 26, 1933 - Int. Section).

DEFECTIVES, PHYSICAL OR MENTAL, including Superannuated Employees, who are really Pensioners - See "Sheltered Workers".

DELICATESSEN STORES - "Selling food products and serving meals should be classed as grocery stores unless they have a real restaurant in connection therewith. When this is true, they should comply with the restaurant substitution." (Lt. Johnston).

DELIVERY MEN - "Under PRA, without modification, there is no daily limit of hours of labor; but a definite maximum limit of 40 hours per week. No provision for overtime. Watch substitution for various trades and industries." (Card #1236).

"The Policy Board has held repeatedly and has specifically insisted on the inclusion in substitutions that deliverymen be in a category wholly separate from that of outside salesmen. In general our rule has been a limitation of 48 hours per week. Outside salesmen are completely exempted under PRA. Outside salesmen having delivery functions are not to be classed in the category of outside salesmen to be exempted from maximum working hours." (PRA Policy Board - Robert K. Straus).

DENTAL ESTABLISHMENTS - See "Professional Occupations."

DEPARTMENT STORE EMPLOYEES - "Employees in department store restaurants, barber shops, beauty shops, grocery departments, dry goods and other departments shall work under the substituted provisions to the PRA for restaurants, barber shops and beauty shops, grocery stores and retail stores, as the case may be, provided they devote the major part of their time to the particular kind of work mentioned. Department store workers who attend to such servicing as repairs to electric refrigerators, radios, etc., are considered service employees, under Paragraph 2, PRA. Alteration workers in department stores are under Paragraph 2, PRA when their duties also include those of a clerical or sales nature; but if the duties are strictly those of a mechanical artisan nature, they come under Paragraph 3, PRA." (Card #1238).

DIFFERENTIALS - "The Policy Board will not create territorial differentials after substitutions to the PRA are granted; but this matter, of course, may be adjusted when hearings are held in connection with formulating the permanent code. Employers who find that the lack of a differential works a great and unavoidable hardship, may petition for stays under Paragraph 14, PRA. In allowing differentials as between the North and South, State boundaries have in most cases been the basis for delimination - not cities or trade areas thereof. The Policy Board, therefore, rules that retailers in New Albany, Indiana, though in the same trade area as Louisville, Ky., must pay the Northern rate." (PRA Policy Board - R. K. Straus).

DIRECT MAIL ADVERTISING SERVICE EMPLOYEES - See "Commercial Duplicating and Mailing Industry".

DISCHARGING EMPLOYEES - "There is nothing in the Agreement or in the modified Agreement of August 11, 1933 which prevents any manufacturer from replacing incompetent employees with competent ones, providing, of course, they earn the minimum wage and do not work longer than the maximum hours." (L.G. Wilson). See also "Incompetent Employees".

DISCHARGE OF EMPLOYEES IN VIOLATION OF SECTION 7(A) OF NIRA, WAGES DURING UNEMPLOYMENT - The Board voted unanimously to approve the statements of policy contained in the following memorandum dated January 9, 1934, which Mr. Hursey read to the Board:

"I am advised by Mrs. B. M. Sterns, Administrative Assistant for the National Labor Board, that in no case has the National Labor Board attempted to require payment by an employer to an employee, discharged because of union activities, wages for the time such employee was not working.

"The National Labor Board has entered into agreements with certain employers to reinstate such discharged employees and in those cases in which the employer failed to carry out such agreement have later required the employer to pay the discharged employee for the time lost after the signing of said agreements." (National Compliance Board, January 9, 1934).

DISTRICT OF COLUMBIA - "The District of Columbia is meant to be excluded from Southern State listings unless it is specifically included." (Card #1317).

DOMESTIC EMPLOYMENT - "Includes cooks, waitresses, kitchen maids, chambermaids, butlers, laundresses, nurses, chauffeurs, gardeners, etc. Exemption is based not on occupation, but upon the fact that it is a private home. If not a private home (including homes with a few boarders) such employees are not exempt from PRA." (Card #1078, C. S. Long).

DRAWING ACCOUNTS - See "Commission Workers".

DRY GOODS COTTON BATTING INDUSTRY (SUBSTITUTION) - Definition - "The term 'Dry Goods Cotton Batting Industry' as used herein is defined to mean the manufacture of garnetted and/or carded cotton fibre put up in the form of paper-banded and/or similar channels for consumption by the ultimate purchaser in the making of comforts, quilts, pads, pillows and other similar articles." (PRA Policy Board, August 19, 1933).

EARNINGS - "The phrase 'hourly rate', Paragraph 6, PRA is clear when applied to a class of work paid on a flat hour or day rate. It must be interpreted however, to be applied to a class of work which on July 15, 1929 was paid on a piece-rate basis. Every piece-rate is figured and set on a 'base-rate'. The base-rate is selected as representing the fair earning per hour of the normal worker. The piece-rate is the rate per piece which multiplied by the number of pieces produced by the average worker will produce not less than the 'base-rate'. Many piece workers earn far above the base-rate. Sub-normal workers may earn less than the base rate. But if the 'base-rate' were selected as minimum it would be fair to both employer and worker, and it would guarantee all piece-workers a minimum wage above what the subnormal piece worker got in 1929 or gets now. Further, the selection of the 'base-rate' in 1929 as a minimum under the PRA, alternative for the 40¢ rate, Paragraph 6, PRA, will prevent an advantage from accruing to an employer who starting from a 'base-rate', set his piece rate low, or 'tight' as the industry phrases it. To take average earnings as a minimum in such a case would penalize the worker who worked under a piece-rate that prevented good workers from exceeding the base-rate and made it impossible for normal or subnormal workers to reach the base rate." (D. E. Richberg).

EDUCATIONAL ORGANIZATIONS AND INSTITUTIONS - See "Non-Profit Organizations".

ELECTRIC LIGHT AND POWER INDUSTRY SUBSTITUTION (PARAGRAPHS "B" AND "C" - "The phrase 'emergency maintenance and repair employees' in paragraph (B) refers to employees engaged on emergencies within the normal probability of operation and of a character for which emergency crews are commonly maintained. The phrase 'employees engaged on emergency work' in paragraph (C) refers to emergencies outside the normal probability of operation such as a severe lightning storm, a sleet storm, a wind storm, a turbine wreck, a boiler explosion, the failure of a transformer, or a break in a gas main, or a heating main, and other like emergencies." (Compliance Council, NRA, September 21, 1934).

EMBALMERS - See "Professional Occupations".

EMPLOYEES HOLDING MORE THAN ONE JOB - "The NRA strongly disapproves of employees engaging workers whom they know to be already holding down a full time job elsewhere. The reason for this is quite obvious since the whole purpose of NIRA is to to increase and spread employment. Employers who sign the PRA are expected to cooperate in the drive to increase and spread employment to the limit of their ability. Since it is the employer and not the employee who signs the PRA, there is nothing to restrain an employee from accepting two jobs (if he is lucky enough to find them) except his own sense of fair play toward his fellow worker who is still unsuccessfully seeking employment." (L. C. #52).

EMPLOYMENTS NOT INTENDED TO BE COVERED BY PRA -(Basic Interpretation #6, General Johnson, NRA Bulletin #4 and General Interpretations as indicated). - (1) Professional occupations - "doctors, lawyers, law clerks within the meaninf of State Laws requiring a clerkship and law students given specific duties to perform such as preparation of briefs, research assignments, etc." (Card No. 1296); "registered pharmacists, internes, nurses, student nurses of all kinds, ministering to human beings, technicians, graduate veterinary nurses" (Card #1340); "embalmers, funeral directors, laboratory workers and apprentices in dental establishments having had professional training and working in a professional capacity, radio engineers and engineers in other highly technical professions, artists (if their work is creative and not of a routine nature)" (Card #1341); "certified public accountants, newspaper photographers, optometrists, doctors of optometry and of optometric science" (Card #1342); "newspaper reporters, editorial writers, rewritemen and other members of editorial staffs, hospital technicians, research technicians" (Basic Interpretation #19, General Johnson, NRA Bulletin #4), also see main heading "Professional Occupations"; (2) Employees of Federal, State and Local Governments and other Public Institutions and Agencies - "State, county and municipal governments are not under compulsion to operate under the PRA, but if they want to display the Blue Eagle they must comply with PRA" (Card #1268; (3) Agricultural Workers - "All those employed by farmers on the farm when they are engaged in growing and preparing for sale the products of the soil and/or live stock; all labor used in growing and preparing perishable agricultural commodities for market in original perishable fresh form (labor involved in processing farm products or preparing them for market beyond the stage customarily performed within the area of production, is not to be deemed agricultural labor); landscape gardeners, nurserymen and greenhouse employees if their work is agricultural in fact, but in a city establishment they come under the provisions of PRA unless substitutions state otherwise" (Card #1186); (4) Domestic Servants - "Cooks, waitresses, kitchen maids, chambermaids, butlers, laundresses, nurses, chaufferers, gardeners, etc., in private homes or homes with a few boarders" (Card #1078); (5) "Persons buying goods and selling them independently or persons selling solely on commission (not including persons regularly employed to sell on commission, with a base salary or guaranteed compensation)." Also see paragraph #4, PRA, for certain employees to which maximum hours fixed in paragraphs 2 and 3 shall not apply.

Students and Learners - "The PRA does not apply to bona fide students of vocational schools (including Beauty Shop and Barber Students). The term 'student' is limited to those who receive no remuneration either by wage, commissions or gratuities. Students and learners may be employed on a wholly commission basis, in which case the hour and wage provisions of the PRA do not apply." (Card #1384).

EMPLOYMENT AGENCIES OPERATING UNDER THE BLUE EAGLE - "Such agencies need not limit their activities to prospective employers who are operating under the Blue Eagle." (Card #1248).

ENGINEERS - See "Professional Occupations".

ESTABLISHMENTS WITHOUT EMPLOYEES - "Owners operating their own establishments without any employees may obtain the insignia of NRA by signing the Agreement and a Certificate of Compliance." (Basic Interpretation #14, General Johnson, NRA Bulletin #4).

EXECUTIVES - See "Paragraph #4, Provisions", page 26.

EXPRESS AGENCIES, RAILROAD - "There are certain cases such as charitable organizations where any suspicion of a 'consumer pressure' because of not signing is ridiculous. Then other cases such as municipally owned operations, railroads, etc., where there are complications making it perhaps so difficult that the business cannot sign. However, the answer is to any 'except' question that the President expects everyone to sign. The difference between NRA and PRA must be kept constantly in mind. PRA is a voluntary agreement with the President. Railroad Express Agencies are capable of signing the PRA." (PRA Policy Board or thru Mr. Richberg, August 25, 1933),

FAMILY STORES - "It is wrong to say that wife and children are excepted from Paragraphs 2 and 5, PRA. No such exception has been or will be made. If a wife or relation or anybody employed, is 'in with' the owner as a 'joint venturer' they are in effect co-owners and no employees. If a relation is actually employed, the employer must conform with the PRA as to them - the fact that they are related makes no difference. One serious problem, however, is found in the employment of minor children. There is a serious question as to whether the employer - employee relationship can supplant the parent - child relationship because of the fact that under the common law the father is entitled to the earnings of the minor children. However, a definite ruling to this effect might leave the door wide open to wholesale violations of Paragraph #1, PRA, and it is highly undesirable that any such ruling be issued. Where you are confronted with this specific question, it is proper to merely say that if a person is an employee in fact, they must be treated in conformity with the employer's agreement with the President." (Lt. Johnston).

FARMERS - "Farmers may obtain the Blue Eagle if they comply with the PRA. Basic Interpretation No. 6, NRA Bulletin No. 4, in which it is stated that agricultural labor is not intended to be covered by the PRA means that it

was intended that employers of such labor should not be under any compulsion to sign the PRA. Any farmer in trade or industry who complies with the terms of the PRA as to his agricultural labor will, of course, be entitled to the Blue Eagle." (Basic Explanation #2, General Johnson, NRA Bulletin, #4).

"Farmers engaged in processing wholesaling or retailing of goods, are entitled to the Blue Eagle under Interpretation #14, even though they have no employees other than purely agricultural employees; but if they do have employees who assist them in processing, wholesaling or retailing, then they must comply with the wage and hour provisions of the PRA as to such employees in order to earn the Blue Eagle." (PRA Policy Board or thru Mr. Richberg, August 25, 1933). "If farmers have employees which perform duties of route salesmen and wish to obtain the Blue Eagle, they must pay them, and all their other employees engaged in commerical competition with the Fluid Milk Industry, the minimum wages provided for in the Fluid Milk Industry Substitution, and they must conform to all the other provisions of the PRA and the substitutions approved for the Fluid Milk Industry." (Lt. Johnston).

"Farmers operating small dairies and employing a few helpers must place their milk plant employees and retail sales employees (including milk route salesmen) under the PRA and substitutions thereto, approved for the Fluid Milk Industry, if they desire the Blue Eagle. Their agricultural employees (including milkers) are not covered by the PRA." (Card #1253).

FEDERAL CONTRACTS - See "Contracts (Federal)".

FEED STORES HANDLING GROCERIES - "If the store is primarily a feed store, it comes under the Retail Feed Distributing Trade substitution to the PRA. If it is primarily a grocery store, it comes under the Food & Grocery Distributing Industry substitution to the PRA. In the rare case where it would be impossible to determine what the predominating character of the store is, there will be no harm done because of the similarity of the two substitutions." (Lt. Johnston).

"The selling of food, either for human or animal consumption is not governed by the Retail Code. That is, such firms should continue operation under the PRA and approved substitution modifying this until a permanent code for that particular industry has been approved." (F. L. #9, November 20, 1933).

FLUID MILK INDUSTRY SUBSTITUTION (PARAGRAPH 7) - "A downward readjustment in compensation for employment in excess of minimum wages is not prohibited by the substitution for the Fluid Milk Industry for paragraph 7, PRA provided such downward readjustment is in fact equitable on the basis of the circumstances and conditions which obtain in the employer's mills marketing area." (National Industrial Recovery Board, March 23, 1935). "Regular deliverymen and 'spot' deliverymen in the Fluid Milk Industry be limited to the forty-eight hour week called for in Paragraph 3 of the modified PRA for the industry." (Advisory Council, Compliance Division, June 6, 1934).

FOOD PROCESSING ESTABLISHMENTS - "Such establishments as coffee roasting, food canning, etc., come under the PRA pending adoption of substitute provisions or permanent code for the industry. However, until adoption of a permanent code, employees in the jobbing, wholesale or retail sales departments come under the substitution for the Food & Grocery Distributing Industry." (Card #1259-A)

FOOD PRODUCTS - "The Grocery Codes do not apply to strictly manufacturing operations. Where manufacturing and selling are engaged in by the same firm, the selling end only shall come under the Grocery Code." (Card #1259).

FORD AGENTS - "Ford agents who have signed the PRA and are complying with its provisions or accepted substitutions made thereunder which apply to their employees may display NRA insignia. According to NIRA a permanent code for a given industry when approved by the President covers all members of that industry, not merely signers of the code. It is assumed that an individual member of an industry is complying with provisions of his code until proven otherwise." (L. C. #52, September 21, 1933).

FUNERAL DIRECTORS - See "Professional Occupations".

"GARAGE EMPLOYEES shall be classified according to the nature of the work they are performing. If this work is of a service nature, Paragraph 2 applies. If the men are machinists or mechanics whose time is devoted mainly to such work, Paragraph 3 applies. Employees whose duties are mainly attending to gasoline pump sales, see Petroleum Code."

GARDENERS - "If employed by a private home, are considered domestics, and therefore exempt from PRA, minimum wages and maximum hours." (L. C. #57, September 27, 1933).

GAS STATION ATTENDANTS - Paragraph 2, PRA employees. (L.G. Wilson, August 19, 1933).

GENERAL STORES - "Employees engaged in general stores should not sell other than food stuffs during hours in excess of 40 in any given week. It is not reasonable to provide unfair competition for local hardware, dry goods, etc., stores by allowing general store employees to sell other than food stuffs during a full 48 hour period. This does not apply in towns of less than 2,500 when such town is not part of a larger trade area. This ruling should not be taken to limit the hours of operation of any store in any way." (PRA Policy Board or thru Mr. Richberg, August 25, 1933).

"In cases where general stores have different departments as - flour, corn meal, salt, dairy and poultry feed, grain and hay - the proprietor should decide what kind of store is being operated and not try to benefit himself by adopting the maximum hour provisions of a certain substitution merely because of the fact that he happens to carry some things which would fall under that substitution, thereby permitting him to work his employees longer hours." (PRA Policy Board). Also see "Department Store Employees".

GIFTS, IN CONNECTION WITH SALES - See "Premiums".

GOLF COURSE WORKERS - "Workers on golf courses are clearly covered by paragraph 2, PRA, and can in no sense be considered agricultural workers." (L. C. #57, September 27, 1933).

GOVERNMENTS, FEDERAL, STATE, COUNTY OR MUNICIPAL EMPLOYEES - "State, County and Municipal Governments are not under compulsion to operate under provisions of PRA; but, if they desire to display the Blue Eagle they must comply with PRA." (Card #1268). "Decision regarding the placing of Federal Government orders for material and services with Blue Eagle contractors exclusively or waiving the provisions of PRA for such contracts only is up to each Federal purchasing officer." (Mr. Richberg).

GRAIN ELEVATOR (COUNTRY) INDUSTRY (SUBSTITUTION) - Definition - "The term 'Country Grain Elevator' is hereby defined to be an 'elevator' engaged in the business or receiving grain in less than carload lots and having permanent elevator and/or warehouse facilities for receiving and shipping grain." (PRA Policy Board, August 24, 1933).

GRATUITOUS EMPLOYMENT - "An employer operating under the PRA is not permitted to accept the services of anyone gratis. To do so would eliminate a paid employee." (Informal interpretation by L. G. Wilson, August 19, 1933).

GREEN HOUSE EMPLOYEES - "Greenhouse employees are classed as agricultural workers if their work is agricultural in fact; but in a city establishment they come under provision of the PRA unless substitutions state otherwise." (Card #1186). "Employees of greenhouses, which produce food products, are to be considered agricultural workers regardless of the fact the greenhouse be within or without the city limits." (Interpretation Section). "By unanimous vote the Board approved the following classification of greenhouse workers, submitted by Messrs. Galvin and Bohney:

"All greenhouse workers employed by florits and nurseries shall be classed as industrial workers, subject to the provisions of PRA and approved substitutions thereof". (National Compliance Board, NRA, December 19, 1933).

HANDICAPPED EMPLOYEES - See "Sheltered Workers".

HAWAIIAN ISLANDS - "Any employer in the Hawaiian Islands who wishes to sign the PRA will be entitled to the Blue Eagle. The Administration is under the impression that there are unusual factors in the Hawaiian situation which might make it inadvisable to build up the same pressure on trade or industry to come in under the NRA as is necessary in the States. Pending a full investigation of the economic and political situation in Hawaii the Administration does not want to make a definite statement of policy with regard to extension of the Recovery movement to include the Hawaiian Islands." (Card #1281)

HOLIDAYS (LEGAL) - "Legal holidays are those holidays recognized by Federal and/or State and/or Municipal Governments. When each holidays fall in the middle of the week it is the intent of the PRA that employees who are employed by the week or month shall not be compelled to make up time so lost,

(but shall receive their full weekly or monthly pay), when it is customary to shut down the plant, office or place of business during such holiday." (Card #1275). "Legal holidays were taken into consideration in maximum hour and minimum wage clauses of the PRA. It is not in accordance with the intent nor spirit of the PRA to require employees to make up time lost on account of a legal holiday. However there is nothing in the PRA prohibiting such employees as are paid on an hourly or a piece work basis to work extra hours in order to make up for pay lost on holidays, except that they shall not work longer than the maximum hours permitted in the PRA and approved substitutions." (C. S. Long).

HOME WORK - See "Sweat Shops".

HORSE DEALERS - "Employees covered by paragraphs 2 and 5, PRA unless they are in fact agricultural." (Card #1277)..

HOSPITALS - "We have a ruling from Mr. Richberg, August 18, 1933, being interpreted, means that all hospitals which are distinctly not operated for profit cannot be forced to apply for the Blue Eagle. However we are to ask them to do so on account of the clerical and other service employees that they have on theri payrolls, especially in view of the fact that they would be adding to the material support of the President's Reemployment Program, and would get in return public support accorded all institutions that are able to apply for the Blue Eagle. There are other similar institutions, such as churches and charitable organizations which are evidently non-profit organizations, which would come under thise same policy." (L. G. Wilson, August 21, 1933). Also see "Signing the PRA and Certificate of Compliance".

HOSPITAL TECHNICIANS - See "Professional Occupations".

HOT DOG STANDS - "Considered as restaurants under PRA". (Card #1073, C. S. Long).

HOURLY WORKERS - "Hourly workers are paid for each hour worked." (L. C. #46, September 16, 1933).

ICE CREAM MANUFACTURING INDUSTRY - "Regular deliverymen and 'spot' deliverymen in the Ice Cream Manufacturing Industry should be limited to 48 hours per week, as called for in paragraph 3 of the substitution to the PRA approved for the Industry." (Advisory Council, Compliance Division, June 6, 1934).

IMMEDIATE TRADE AREA - "Immediate trade area is the area in which there is direct retail competition. In case of question, the decision shall be made by the local chamber of commerce or similar organization subject to review by the State Recovery Board." (Basic Interpretation #13, General Johnson, NRA Bulletin #4).

IMPORTS - "General Hugh S. Johnson, Administrator, NRA, has announced the establishment of an imports division, to handle all requests by industries, labor or trade organizations, for tariff adjustment, restrictions or payments of fees. Under NRA, any labor or trade organization which has complied with the terms of the Act may complain to the President that articles are being imported to the detriment of the competitive position of similar

domestic articles. The President is empowered to have an immediate investigation, require the payment of fees or may restrict the importation of such articles. As a general matter, the industry making the complaint will be expected to make a prima facie case before their request will be forwarded to the President and requests for relief may be made only after a code has been approved." (Card #1495).

INCOMPETENT EMPLOYEES - "There is nothing in the Agreement or in any of the substitutions thereto which says an employer may not replace incompetent employees with competent ones; provided, the new employees earn the minimum wage and do not work longer than the maximum hours specified. However, discharging employees earning substantially over the minimum wage in order to replace them with new employees at a lower wage is a violation of Paragraph 8, PRA." (Card #1282).

INDEPENDENT TELEPHONE COMPANIES SUBSTITUTIONS - "Independent Telephone Company employees who are subject to call 12 hours per night, for the numberof nights that constituted a full week's work at the particular exchange on July 1, 1933, shall be compensated for a full week's work whether or not they have performed actual work totalling the maximum hours of actual work permitted in paragraph (a) of the terms set forth in the letter dated August 31, 1933 from the U. S. Independent Telephone Association to the Policy Board. Employees subject to call 12 hours per night for less than the number of nights that constituted a full week at the particular exchange on July 1, 1933, shall be paid on a pro rata basis." (Compliance Council, NRA, September 27, 1934). "Since Clause VII does not appear in the PRA substitution for Independent Telephone Companies and since it was the intent of the parties concerned that it be omitted, the only wage clauses governing Independent Telephone Companies are clauses VI and VIII of the substitution approved for Telephone Companies." (S. S. Surrey, Legal Division, February 9, 1935).

INDUSTRIAL WORKERS - See Paragraphs #3 and #6, PRA, pages 24 and 28.

INSIDE SALESMEN WORKING SOLELY ON COMMISSION - "Such employees are exempt from maximum hour and minimum wage requirements of the PRA, if employed solely on commission prior to June 16, 1933, see Interpretation #6. However, transferring a clerk from salary or part salary to commission basis after that date, in order to avoid wage or hour provisions of PRA is a subterfuge and violates paragraph 8, PRA." (Lt. Johnston). Also see "Commission Workers".

INSIGNIA, REGULATIONS GOVERNING USE OF

1. Stamping Insignia on packaged products - "Whether Insignia is placed upon individual package or outside cartons is optional. The Insignia, may be shown upon one or the other. In addition, every packer having the right to use the Insignia should file with each wholesaler and retailer a suitable certificate that he is a member of NRA, which certificate will be open to inspection by housewives and others who have signed the pledge in support of the President's Reemployment Program, and furnish the retailer with shelf insignia to be displayed with their products.

The idea behind this ruling is, that dealers and manufacturers should protect themselves by, in some way, showing that their products are made under the Blue Eagle." (Card #1284). See also Administrative Order #X-138.

2. Reproduction - "The NRA insignia or Blue Eagle has been officially adopted by the United States Government, to signify membership in the NRA. We are unable to authorize any alteration of the wording or its position, form, proportion or color combination of the official NRA Insignia may be reproduced in any solid color employed in the printing of the container used. Castings, carvings or impressions may be in the natural color of material used. For rubber stamps any solid color may be used.

"We are unable to authorize temporary or other use or reproduction of the official NRA insignia until the PRA and Certificate of Compliance or Code is signed with accepted NRA substitutions, if any, or without accepted NRA substitutions, if none.

"Reproduction of the official Blue Eagle insignia for NRA Members is authorized by this office to denote NRA membership only, or an association with membership. The insignia bearing the word "member" may be placed upon such member's equipment, goods, communications and premises." (Card #1285).

"The insignia must be used so that it will clearly indicate to the general public that the person or firm using the insignia is a member of the NRA. Further, NRA members may distribute free to employees and consumers, articles bearing the insignia and carrying the words 'consumer' or 'employee'.

"The insignia is the property of the United States Government and cannot be appropriated in whole or in part, for private purposes. Reproduction of the insignia is not authorized for purposes of copyright or registration as a trademark or trade name, for decoration, or for private barter and sale. Authorization is not granted to indiscriminately buy or sell, at retail, novelties, buttons, emblems, pencils, etc., bearing the 'consumer' insignia. Such sales are made at the seller's own risk. Owners operating their own establishments without any employees may obtain the insignia of NRA by signing the Agreement and a Certificate of Compliance." (Card #1286).

"In connection with the above, Section 5 of the Trade-Mark Laws of the United States provided 'That no mark by which the goods of the owner of the mark may be distinguished from other goods of the same class shall be refused registration as a trade-mark on account of the nature of such work unless such mark: (a) consists of or comprises unmoral or scandalous matter, (b) consists of or comprises the flag or coat of arms or other insignia of the United States or any simulation thereof, or any state or municipality or of - - -." (Card #1287). Also see Executive Order No. 6337 and Release No. 1627.

3. Attaching Blue Stars to Blue Eagle Insignia for each additional Employee added - "This practice is not officially authorized. Stars must not be placed over the Eagle or over its blank background, but must be placed above, below, or to each side of the insignia." (Card #1287)

4. White strip across Insignia where an employer is operating under an exception - See "Stays" and Release No. 495.

INTERNES (HOSPITAL) - See "Professional Occupations".

INVENTORIES - See "Paragraph #2, PRA, Provisions", page 23.

IRRIGATION PROJECT EMPLOYEES WHO PULP WATE TO RICE FIELDS. Employer Receiving Proportion of Rice Crop as Remuneration - "Office employees under Paragraph 2 and 5, PRA; oilers, firemen, and engineers under Paragraphs 2 or 3, as case may be." (Lt. Johnston).

JEWISH HIGH HOLIDAYS - "are not considered legal holidays unless so recognized by state or Federal Government. Employees of a trade for which approved hours do not limit daily hours may make up loss of time for Jewish holidays provided the weekly hour limitation is not exceeded." (L. C. #45, September ~~15,~~ 1933).

LABOR CONTRACTS - See "Contracts (labor union)".

LANDSCAPE GARDNERS - "classed as agricultural workers if their work is agricultural in fact; but in a city establishment they come under the provisions of the PRA unless substitutions state otherwise." (Card #1186).

LAUNDRY DELIVERYMEN - "Laundry deliverymen should be classified as 'Productive Labor' (Substitution to the PRA approved for the Laundry Industry) regardless of whether they are paid by commission, or guarantee plus commission, or straight salary." (National Compliance Board, May 22, 1934).

LAUNDRY INDUSTRY SUBSTITUTION DEFINITIONS - "(1) Laundry Establishment as used herein is defined to include any place where any article of clothing, napery, blankets, bed-clothing, or fabrics of any kind whatsoever are washed and/or ironed for hire provided that nothing included in this definition shall prevent an individual from pursuing the vocation of manual labor. (2) Productive Labor is defined to include (a) any employee, and (b) any owner or manager or members of his family, connected with or employed by any laundry establishment and actually engaged in working on or handling articles left for washing and/or ironing. (3) Office Employees include all clerical, accounting and service employees working in the office of any laundry establishment and in retail stores used as collection and delivery outlets." (PRA Policy Board, August 8, 1933).

LAW CLERKS AND LAW STUDENTS - See "Professional Occupations".

LAW FIRMS - "Law firms which have one or more employees are expected to sign the PRA." (L. G. Wilson, August 14, 1933).

LAWS, STATE AND FEDERAL, IN CONFLICT WITH PRA - "If the provisions of the PRA or substitutions can be complied with without violating existing law, they do apply; but the NRA cannot abrogate Federal or State Laws." (C. S. Long).

LONGSHOREMEN - See "Stevedores".

LEARNERS - See "Students & Learners".

LUNCH FOUNTAINS AND LUNCH COUNTERS (DRUG STORE) - "Lunch fountains or lunch counters, in drug stores, when they are well defined departments, employees of which operate exclusively therein, should be governed by substitutions for the PRA approved for the restaurant industry, and the provisions of such substitutions govern with reference to deductions for food obtained." (F. L. #9, November 20, 1933).

LUNCH HOURS - See "Staggering Hours".

MAINTENANCE EMPLOYEES - "(1) Emergency maintenance employees to be exempt from maximum hour provisions, under Paragraph 4, PRA, must be in fact 'emergency maintenance'; (2) Under substitutions, where the phrase 'maintenance and repair crews' is used, it signifies those employees whose duties are 'to maintain existing facilities or maintain existing facilities or machinery in a certain state or condition"and not to provide or construct such facilities or machinery. 'Repair crews' means those employed to restore to a sound or good state after decay, injury, dilapidation, or partial destruction. As generally used in PRA and substitutions 'maintain' is synonymous with 'keep in repair'." (Card #1497)

MANAGERS - See "Paragraph #4, Provisions", page 25.

MEALS, DEDUCTIONS FOR - See "Deductions".

MEAT MARKETING - "Both wholesale and retail meat markets should operate under the accepted substitutions of the code for the Food and Grocery Distributors Trade, pending adoption of a retail meat code." (Interpretation Section, October 18, 1933).

MEAT PACKING INDUSTRY - The Board decided that "paragraph 4 (f) of the substitution approved for the Meat Packing Industry shall be interpreted to limit to 48 hours per week the work of outside salesmen with delivery duties". (National Compliance Board, November 13, 1933). "Deliverymen in the Meat Packing Industry should be limited to the 48 hour week covering employees engaged wholly or partially in performing the functions of wholesale or retail distribution (Paragraph 4 (f) substitution to PRA approved for the Meat Packing Industry`." (Advisory Council, Compliance Division, June 6, 1934).

MECHANICS, AUTO REPAIR SHOPS - "The hours of labor are not to be computed on the basis of actual productive hours; but on basis of hours spent in the shop." (PRA Policy Board or thru Mr. Richberg, August 25, 1933).

MEETINGS, SALES - "Sales meetings if held during working hours, regular employees shall not be docked for time spent in meeting. A reasonable amount of time spent in compulsory meetings held after working hours need not be included in computing working hours." (C. S. Long).

MENTALLY HANDICAPPED EMPLOYEES - See "Defectives".

MILK (FLUID) DELIVERYMEN- "Regular deliverymen and 'spot deliverymen' in the Fluid Milk Industry should be limited to the 48 hour week called for in Paragraph 3 of the substitution to the PRA approved for the Fluid Milk Industry." (Advisory Council, Compliance Division, June 6, 1934).

MINORS - "Children on the stage or in night clubs are prohibited from working, if the treatres or night clubs expect to display the Blue Eagle." (L. G. Wilson). Also see "Paragraph #1, PRA".

MUNICIPAL EMPLOYEES - "The 40 hour week does not apply to municipal employees but municipally owned utilities are affected. The point is, if a state or municipality or public utility (whether publicly or privately owned) wants to sign the PRA and get the Eagle, they must comply with its provisions." (PRA Policy Board or thru Mr. Richberg, August 25, 1933). See "Governments".

MUNICIPALITIES, COUNTY AND STATE GOVERNMENTS - "If not under PRA may display the NRA emblem in NRA demonstrations, but no on municipal buildings unless the city is voluntarily complying with PRA." (Lt. Johnston).

MUSICIANS - "Limited to a 40 hour week and Paragraph 5, PRA for minimum wages." (Card #1310).

NATURAL GAS INDUSTRY SUBSTITUTION - "Gas-conditioning plant operators whose presence is essential to the efficient and safe operation of gas-conditioning plants, are interpreted to be in the class of station operators and come under the same provisions as to hours of labor as provided in the substitutions approved for the Natural Gas Industry." (PRA Policy Board, August 11, 1933)

NEWSPAPER AND MAGAZINE DISTRIBUTING INDUSTRY SUBSTITUTION - "Carriers on a wage basis shall be paid the minimum wage for a full week in urban and rural sections and an hourly rate based on a 48 hour week for less than a full week." (National Compliance Board, January 25, 1934).

NEWSPAPER PHOTOGRAPHERS - See "Professional Occupations".

NIGHT CLUB ENTERTAINERS (JUVENILE) - See "Actors and Night Club Entertainers (Juvenile)", "Minors" and "Paragraph #1, PRA".

NONCOMMERCIAL EMPLOYERS - "There is nothing to prevent an employer of labor outside of trades and industries, any professional man or organization or any non-profit organization, from signing the President's Reemployment Agreement and conforming to its provisions. This does not mean, however, that there is any compulsion to do so, other than that resulting from a desire to cooperate, when appropriate, with a general program of shorter hours and higher wages.

To the extent that labor is employed in occupations comparable with trades or industries, it is, of course, desirable that similar conditions prevail. This applies to professional men or organizations, hospitals, educational institutions, or any non-profit organization." (Basic Explanation #1, General Johnson, NRA Bulletin #4).

NON-INDUSTRIAL WORKERS - See "Paragraphs #2 and #5, Provisions", pages 22 and 27. Also see "Signing the PRA and Certificate of Compliance."

NON-METROPOLITAN PUBLISHING-PRINTING AND PRINTING INDUSTRY SUBSTITUTION - "Carriers on a wage basis shall be paid the minimum wage specified for sales employees for a full week and an hourly rate based on 40 hours per week for less than a full week." (National Compliance Board, January 25, 1934).

NON-PROFIT ORGANIZATIONS - (Philanthropic, Charitable, Educational or Religious) - "Non-profit organizations are considered as employers for the purposes of the agreement." (Basic Interpretation #16, General Johnson, NRA Bulletin #4). "The PRA is a voluntary measure and may be signed by anyone who desires to sign it, including hospitals, charitable or social welfare organizations. So far as permanent codes are concerned, it is not expected that codes will cover hospitals, charitable or social welfare organizations in general, as they are not engaged in trade or industry. There is nothing to prevent any of these organizations from signing the PRA and conforming to its provisions. This does not mean, however, that subject to the following sentence, they are under any compulsion to do so, other than that resulting from a desire to cooperate whereever appropriate and so far as possible with a general program of reemployment at shorter hours and higher wages. Whenever hospitals or social welfare organizations, even if not organized for profit, actually engage in a trade or industry, they should sign the PRA, and they may come within the terms of permanent codes." (Card #1313).

NURSERYMEN - "Classed as agricultural workers if their work is agricultural in fact; but in a city establishment they come under provisions of the PRA unless substitutions state otherwise." (Card #1186). See also "Greenhouse Employees".

NURSES - See"Professional Occupations".

OFFICE BUILDING INDUSTRY SUBSTITUTION - "The term 'watchmen' as used in the substitution for PRA for the Office Building Industry includes employees whose duties are primarily those of watchmen but who in addition operate elevators for accomodation of tenants entering and leaving after usual working hours, and who also perform light porter work." (Compliance Council, NRA, October 1, 1934).

OFFICE EMPLOYEES (LAUNDRY) - See "Laundry Industry Substitution Definitions".

OIL COMPANY CONTRACTS - See "Contracts (Oil Companies)".

OPTOMETRISTS - See "Professional Occupations".

OWNER-OPERATED STORES - "Owners operating their own establishments without any employees may obtain the insignia of NRA by signing the Agreement and a Certificate of Compliance." (Basic Interpretation #14, General Johnson, NRA Bulletin #4). Also see "Family Stores".

PRA PARAGRAPHS (OFFICIAL EXPLANATIONS)

The following "Official Explanations of the PRA" were incorporated in NRA Bulletin #4, approved by General Johnson and T. S. Hammond, Executive Director, President's Reemployment Program.

PARAGRAPH #1, PRA (Child Labor) -"This means that after August 31, 1933, you agree not to employ any children under 14 years old in any kind of business. You may employ children between 14 and 16 years old, but only for 3 hours a day and those hours must be between 7 in the morning and 7 at night, and arranged so as not to interfere with school. You agree not to employ any children under 16 years old in a manufacturing or mechanical industry at any time."

PARAGRAPH #2, PRA (Hours applicable to Non-Industrial Workers and Store or Service Operations) - "This means that you agree not to work any of the kinds of employees listed in this paragraph (except outside salesmen) for more than 40 hours a week. This paragraph covers all employees except factory workers, mechanical workers and artisans. However, no limit on hours and no minimum wage applies to purely agricultural labor, domestic servants, or persons working for you solely on a commission basis; but if you have persons working for you who are guaranteed a base pay in addition to their commission, then their base pay plus commissions must equal the minimum wage.

"This Agreement sets no maximum on the number of hours you may keep your business open. You agree not to keep your wholesale, retail or service establishment open less than 52 hours a week unless it was open less than 52 hours a week before July 1, 1933. Even then you agree to keep it open as long as you used to keep it open before July 1 Of course, if you have always kept your store open shorter hours in the summer months you can continue to do so this summer, but you should pay your employees the same amount each week that they will get when you keep your store open full time.

The stores with more than two employees which remain open the longest are contributing the most to carrying out the purpose of the Agreement. The stores with two or less employees which can be open only the minimum number of hours required are doing the most to fulfill their part."

PARAGRAPH #3, PRA (Maximum Hours applicable to Industrial Workers - Factory or Mechanical Worker or Artisan) - "This means that if you are employing factory or mechanical workers or artisans, you agree not to work them more than 35 hours a week and not more than 8 hours in any one day.

"When you have more than the usual amount of work to do and can't get additional workers, you may employ this class of employees up to 40 hours a week in any 6 weeks, but even in this case you must not work them more than 8 hours a day."

PARAGRAPH #4, PRA (Employees Exempted from Maximum Hour Provisions) -"This means that there are certain employees whom you may work longer hours than are allowed by paragraphs 2 and 3, P.R.A.

"If your business is in a small town (population less than 2,500 by the 1930 census) and you do not employ more than two persons, the limit on hours does not apply to these employees. If your town is really a part of a larger business community, the limit on hours does apply to these employees.

"The limit on hours does not apply to your employees who are wholly or primarily managers or executives, as long as they receive $35 a week. Professional persons, like doctors, lawyers, registered pharmacists and nurses, may be employed without any limit on hours.

"Where employees are doing emergency jobs of maintenance or repair work, they may be kept on the job for longer hours, but you agree to pay them at least time and one third for hours worked over the limits set in paragraphs 2 and 3, FRA.

"There are a few very special cases where highly skilled workers must be allowed to work more than the limit of hours in order to keep up output on continuous process, but, here again, you agree to pay them at least time and one third for the hours they work over the limits set in paragraphs 2 and 3, FRA."

PARAGRAPH #5, FRA (Minimum Wages applicable to Non-Industrial Workers - Paragraph #2 Employees) - "This sets out the schedule of minimum wages which you agree to pay all employees, except factory or mechanical workers or artisans. The wages are set out in terms of dollars per week, but if your employees are paid by the hour, you may use the following schedule:

Place of business (Population by 1930 Census)	Minimum wage
In cities of 500,000 or over.	37½ cents per hour
In cities of between 250,000 and 500,000 . . .	36½ cents per hour
In cities of between 2,500 and 250,000	35 cents per hour

"If your business is in a town of less than 2,500 population, you agree to raise all wages at least 20 percent. If raising all wages 20 percent causes you to pay over $12 per week, then you need only pay the $12 per week.

"If there is any doubt in your mind as to whether your business is in the 'immediate trade area' of a city, you should ask your local chamber of commerce or other similar organization for a decision on the matter. The general rule is that the 'immediate trade area' is the area in which there is direct retail competition."

PARAGRAPH #6, FRA (Minimum Wages applicable to Industrial Workers - Paragraph #3 Employees) - "This fixes the minimum wage which you agree to pay factory and mechanical workers and artisans. The following schedule may help you to find out the proper rate:

If the rate for the same kind of work in the same community on July 15, 1929, was -	The minimum rate which you agree to pay is -
More than 40 cents an hour	40 cents an hour
30 cents to 40 cents an hour	The July 15, 1929, hourly rate
Less than 30 cents an hour	30 cents an hour

"Instead of paying by the hour, you may pay by the week at a rate which gives the same weekly earnings for a week of 35 hours. For example, instead of 40 cents an hour, you may pay $14 per week.

"If you had a contract on or before August 1, 1933, with a learner or apprentice, you do not have to pay him the minimum wage, but no one should be classed as a learner or an apprentice who has ever been employed as a regular worker in your industry.

PARAGRAPH #7, PRA (Compensation for Employment) - "Paragraph #7 means, first, that compensation of employees above the minimum wage group (whether now fixed by the hour, day, week, or otherwise) shall not be reduced, either to compensate the employer for increases that he may be required to make in the minimum wage group in order to comply with the agreement, or to turn this reemployment agreement into a mere share-the-work movement without a resulting increase of total purchasing power. This first provision of paragraph 7 is a general statement of what shall not be done.

"The rest of Paragraph 7 is a particular statement of what shall be done, which is that rates of pay for employees above the minimum wage group shall be increased by 'equitable readjustments'. No hard and fast rule can be laid down for such readjustments, because the variations in rates of pay and hours of work would make the application of any formula unjust in thousands of cases. We present, however, the following examples of the need for and methods of such readjustments:

"Example 1. Employees now working 40 hours per week in factories. When hours are reduced to 35, the present rate per hour if increased one seventh would provide the same compensation for a normal week's work as before.

"Example 2. Employees now working 60 hours per week in factories. When hours are reduced to 35, a rate per hour if increased one seventh might be insufficient to provide proper compensation. But, to increase the rate by five sevenths, in order to provide the same compensation for 35 hours as previously earned in 60, might impose an inequitable burden on the employer. The 60-hour week might have been in effect because of a rush of business, although a 40-hour week might have been normal practice at the same hourly wage. Seasonal or temporary increases in hours now in effect, or recent increases in wages, are proper factors to be taken into consideration in making equitable readjustments.

"The policy governing the readjustment of wages of all employees in what may be termed the higher wage groups requires, not a fixed rule, but 'equitable readjustment' in view of long standing differentials in pay schedules, with due regard for the fact that pay rolls are being heavily increased and that employees will receive benefits from shorter hours, from the reemployment of other workers, and from stabilized employment which may increase their yearly earnings.

"The foregoing examples indicate the necessity of dealing with this problem of 'equitable readjustment' of the higher rates of pay on the basis of consideration of the varying circumstances and conditions of the thousands of enterprises and employments involved. Any attempt to define a national standard would be productive of widespread injustice. The National Recovery Administration will, through local agencies, observe carefully the manner in which employers comply with their agreement to make 'equitable readjustments', and will take from time to time and announce

from Washington such action as may be necessary to correct clear cases of unfairness and to aid conscientious employers in carrying out in good faith the terms of the agreement.

"When an employer signs an agreement and certifies his compliance and also joins in the submission of a Code of Fair Competition before September 1, 1933, his determination of what are 'equitable readjustments' should be accepted at least prior to September 1, as a prima facie compliance with his agreement, pending action by NRA upon the code submitted, or any other action by NRA taken to insure proper interpretations or applications of agreements. This will afford NRA an opportunity to survey the general results of the reemployment program and to iron out difficulties and misunderstandings over agreements that are of a substantial character." (Basic Interpretation #1, July 28, 1933, General Johnson, NRA Bulletin #4).

"Paragraph #7 prevents the reduction of compensation in excess of the minimum, whether it is paid by the hour, day, week, or month.

"Therefore, an employee previously paid by the day, week, or month will receive as much for the shorter day, week, or month.

"An employee previously paid by the hour will receive as much per hour, but as shortening his hours will reduce his actual earnings per day or week his compensation per hour is to be increased by an equitable readjustment.

"There is no fixed rule which can be applied to determine what is an equitable readjustment. In general, it will be equitable to figure what the employee would have earned at his previous rate per hour in a normal week in the industry, and then to increase the hourly rate so as to give him substantially the same compensation as he would have gotten for that normal week. But consideration must be given to other factors, including: Is the existing rate high or low compared with the average rate paid in the industry? Will the resulting adjustment result in an unfair competitive advantage to other employers or other trades or industries? Will a long-standing wage differential be lost if there is no increase in the existing rate?

Union Contracts

"Where an employer is bound by the terms of a contract with a labor oragnization entered into as the result of bona fide collective bargaining and he is unable to effect a change in such contract by agreement in order to comply with the terms of the President's Reemployment Agreement, he may certify his compliance with the President's Agreement with the following exception: 'Except as required to comply with the terms of agreement in effect between the undersigned and _____ (name of labor organization)_____.

"It should be understood that his exception can be made only in the case of a contract not subject to change at the discretion of the employer and then only after a certified copy of the contract has been filed with the National Recovery Administration and its approval has been given to the exception stated.

"When application is made for approval of such an exception, the application will be handled by the National Recovery Administration in the same manner as applications for relief in cases of individual hardship filed under paragraph 14 of the President's Reemployment Agreement, provided, however, that the approval of a trade association or other representative organization will not be required." (Basic Interpretation #20, August 3, 1933, General Johnson, NRA Bulletin #4).

"The following paragraph is added at the end of interpretation no. 20:

"When application is made for approval of such an exception, the application will be handled by the National Recovery Administration in the same manner as applications for relief in cases of individual hardship filed under paragraph 14 of the President's Reemployment Agreement: Provided, however, That the approval of a trade association or other representative organization will not be required.

"With this addition, the last three paragraphs of interpretation no. 20 are as follows:

"Where an employer is bound by the terms of a contract with a labor organization entered into as the result of bona fide collective bargaining and he is unable to effect a change in such contract by agreement in order to comply with the terms of the President's Agreement with the following exception: 'Except as required to comply with the terms of agreement in effect between the undersigned and

_____'
(Name of labor organization)

"It should be understood that his exception can be made only in the case of a contract not subject to change at the discretion of the employer and then only after a certified copy of the contract has been filed with the National Recovery Administration and its approval has been given to the exception stated.

"When application is made for approval of such an exception, the application will be handled by the National Recovery Administration in the same manner as applications for relief in cases of individual hardship filed under paragraph 14 of the President's Reemployment Agreement: Provided, however, That the approval of a trade association or other representative organization will not be required." (Basic Interpretation #21, August 21, 1933, General Johnson, NRA Bulletin #4). Also see "Contracts (Labor Union)" and "Contracts".

PARAGRAPH #8, PRA (Antisubterfuge) - "This is the heart of the whole Agreement. The President's Plan is to cure this depression by increasing purchasing power. You can help him put this plan over by voluntarily signing this Agreement to shorten hours and raise wages. There is no FORCE to compel you to sign this Agreement. It is not LAW. It is a personal Agreement between you and the President. The President expects you to do everything in your power to carry out the spirit of the Agreement after you sign it. This means wholehearted cooperation by really EARNING the Blue Eagle - not by just getting it and then not doing your part.

"It would be a 'subterfuge to frustrate the spirit and intent of this Agreement' to sign it and then put all of your employees on a straight commission basis - or any other trick to avoid doing what you promise to do."

PARAGRAPH #9, PRA (Antiprofiteering) - "The object of this paragraph is to prevent profiteering or speculation, so that prices will not rise faster than purchasing power, and destroy the President's Plan. The danger to be avoided was pointed out by the President on June 16, 1933, in the statement which he made on signing the Recovery Act. He said, then:

'If we now inflate prices as fast and as far as we increase wages, the whole project will be set at naught. We cannot hope for the full effect of this plan unless, in these first critical months, and, even at the expense of full initial profits, we defer price increases as long as possible. If we can thus start a strong, sound upward spiral of business activity our industries will have little doubt of black-ink operations in the last quarter of this year. The pent-up demand of this people is very great, and if we can release it on so broad a front, we need not fear a lagging recovery. There is greater danger of too much feverish speed.'

"If you were selling your merchandise on July 1, 1933, below cost, you may take your cost price on that date as the basis for determining the allowable increase under this paragraph."

PARAGRAPH #10, PRA (Cooperation) - "The success of the President's Reemployment Agreement program depends upon public support going to those who raise wages and shorten hours in accordance with this agreement, in order to repay them for the extra expense which they have incurred in doing their part."

PARAGRAPH #11, PRA (Codes) - "This agreement is a temporary measure to tide over the time from now until all employers and employees can cooperate under codes of fair competition under the National Industrial Recovery Act. You agree, in this paragraph, to do all you can to have a code submitted for your trade or industry before September 1, 1933."

PARAGRAPH #12, PRA (Appropriate Adjustments) - "This agreement will, usually, increase the costs of those who sign it. The purpose of this paragraph is to pass any such increased costs along from one signer to another, and so on to the consumer.

"If you have a contract made before June 16, 1933, to buy goods at a fixed price, you agree to make an arrangement with your seller so that you pay him for the extra cost to him caused by his having signed this agreement, or having come under a code approved by the President.

"In some cases the final buyer is the Government, which, under existing law, is generally not allowed to pay more than the contract price. The President has announced that he will recommend to Congress that appropriations be made to allow the Government to play its part by paying Government contractors who have signed the agreement for their increased costs. The President has also appealed to the States and cities to take action permitting them to do likewise.

"You should have no fear that, because your buyer has not signed, you will be left with the increased cost on you alone. The President expects every employer to sign this agreement." Also see "Contracts", "Contracts (Federal)", "Contracts for Goods and/or Services" and "Public Act #369".

PARAGRAPH #13, PRA (Termination of and Substitutions to the PRA) -

"As pointed out in the explanation of paragraph #11, PRA, the President plans to have all business govern itself under codes, and therefore codes should be promptly submitted. If NRA finds that the wages and hours provisions of a code which has been submitted are within the spirit of this agreement, NRA will authorize your industry to operate under those provisions rather than under the wages and hours provisions of this agreement." (Official Explanation, General Johnson, NRA Bulletin #4). "All employers are expected to sign the PRA, whether codes have been submitted to NRA or not (unless such codes have already been approved); but after the President has approved a code, or after NRA has approved of the substitution of the provisions of a code for agreements in the trade or industry covered, conformity with the code provisions by an employer will be regarded as compliance with his individual agreement."

PARAGRAPH #14, PRA (Exceptions) - "If you really want to do your part in the President's Reemployment program, sign this Agreement. If some particular part of this Agreement causes you, as an individual employer, great and unavoidable hardship, you may obtain relief by taking the following steps:

"(a) Sign the agreement and mail it to your District Office of the Department of Commerce.

"(b) Prepare a petition to NRA setting out the reasons why you cannot comply with certain provisions, and requesting that an exception be made in your case.

"(c) Have this petition approved by your trade association, If there is no Trade Association for your business have your petition approved by your local Chamber of Commerce or other representative organization designated by NRA.

"(d) If the Trade Association or other organization approves your petition, send it to NRA in Washington with this approval.

"(e) Comply with all the provisions of the Agreement except the one you are petitioning to have excepted.

"(f) Sign the certificate of compliance, adding to it the following clause: 'Except for those interim provisions regarding wages and hours which have been approved by the _____ Trade Association'. Deliver this certificate of compliance to your post office. You will receive a Blue Eagle, but before displaying it, you must put a white bar across its breast with the word 'provisional' on it. If your petition is finally approved by NRA you may take the bar down. If your petition is not approved by NRA you must comply with the agreement in full.

"The fact that NRA has consented to the substitution of the wages and hours provisions of the code submitted by your trade or industry, for the wages and hours provisions of the President's Agreement does not deprive you of your remedy under this paragraph.

"If you feel that even with the substituted provisions, the President's Agreement will cause you, individually, a great and unavoidable hardship, you should follow the steps outlined in this paragraph. When you sign the Certificate of Compliance you should add the following: 'To the extent of NRA consent as announced, we have complied with the President's Agreement by complying with the substituted provisions of the code submitted by the _____ Trade/Industry'; and 'Except for those interim provisions regarding wages and hours which have been approved by the _____ Trade Association.'

"A person who believes that some particular provision in the Agreement, because of peculiar circumstances, will create great and unavoidable hardship could prepare a petition to NRA asking for a stay of this provision as to him. He should then submit this petition to the trade association of his industry, or, if there is none, to the local chamber of commerce or similar representative organization designated by NRA for its approval. The written approval of the trade association or such other organization will be accepted by NRA as the basis for a temporary stay, without further investigation, pending decision by NRA. The petition must contain a promise to abide by NRA's decision, so that if NRA decides against the petitioner he must give effect to the provision which was stayed from the date of the decision of NRA.

"The petition and approval of the trade association or other organization, as prescribed above, should be forwarded to NRA in Washington; and the employer's signed copy of the President's Reemployment Agreement should be sent to the District Office of the Department of Commerce. After complying with these requirements the employer will be entitled to receive and display the Blue Eagle by delivering his certificate of compliance to his Post Office.

"Paragraph 14 if not intended to provide for group exceptions, but only to meet cases of individual hardship."

PARTNERS - "Bona fide partners in an enterprise are not employees and the partnership does not have to comple with the PRA as to the individual working partners. However, watch subterfuge." (Lt. Johnston). "Partners working in cooperative establishments under agreement to pro-rate the proceeds in proportion to the class of work assinged to each co-worker are classed as owners and are not covered by the minimum wage provisions of the PRA." (E. A. Cross, Legal Division).

PART-TIME EMPLOYEES - "The minimum wage for a part-time worker in an employment described in paragraph 2, PRA, is a wage such that if the employee worked at that wage for a full week of 40 hours he would receive the minimum weekly wage prescribed for him by the Agreement. The minimum wage for a part-time worker in an employment described in paragraph 3, PRA, is the minimum wage per hour prescribed by paragraph 6, PRA." (Basic Interpretation #10, General Johnson, NRA Bulletin #4). "Two regular employees, plus any fraction of an employee because of a part-time arrangement is 'more than two persons' for the purpose of Paragraph 4, PRA which

'says 'maximum hours - - shall not apply to employees in establishments employing not more than two persons in towns of less than 2,500 population - - - ' " (Lt. Johnston) . See also Executive Order #6710.

PENSIONED EMPLOYEES - See "Sheltered Workers".

PHILANTHROPIC ORGANIZATIONS - See "Non- profit Organizations".

PHOTO-FINISHING INDUSTRY (SUBSTITUTION) - Definition - "The term 'photo-finishing (sometimes known as amateur finishing or as developing and printing) as used herein is defined to mean the service of developing exposed photographic roll films, plates, cut films, or film packs, and the making of prints, enlargements, and photographic specialties therefrom.'" (PRA Policy Board, August 30, 1933).

PHOTOGRAPHIC ARTISTS AND PHOTOGRAPHERS - See "Professional Occupations".

PHOTOGRAPHIC MANUFACTURING INDUSTRY SUBSTITUTION - "The term 'employees' as used herein shall include all persons working for wages and employed in the conduct of such operations, excepting those persons who serve in executive, administrative, supervisory, sales and/or technical capacities." (PRA Policy Board, August 4, 1933).

PHYSICALLY HANDICAPPED EMPLOYEES - See "Sheltered Workers".

PHYSICIANS - "All employees of doctors are subject to the PRA. Employees who are in fact professionals, such as internes, nurses and technicians, are not subject to the maximum hour provisions of the PRA, but are subject to minimum wages. Non-professional employees, of course, are subject to both maximum hours and minimum wage provisions. Student nurses are not subject to maximum hours, but if employed in a doctor's office, they are subject to minimum wages. If the doctor employs not over two persons and his office is located in a town of less than 2,500 population which is not a part of a larger trade area, his non-professional employees are not subject to maximum hour provisions. Physicians in these smaller communities should raise the wages or salaries of all employees, whether professional or non-professional, by at least 20%, if they are below the minimum specified in the PRA. If such increase of 20% brings the wage or salary over the minimum, then the physician need only pay the minimum. All of the above is contingent upon the desire of such physicians to comply with the PRA and display the Blue Eagle." (T. S. Hammond, September 14, 1933).

PIECE WORK - See "Earnings".

POPULATIONS - "In cases where the 1930 Federal Census shows that a town at that time had a population of over 2,500, and where the population has subsequently shrunk to below 2,500, it has been ruled that upon certification of the Mayor, Town Clerk, or other competent authority, that the present population varies from the 1930 Federal Census, the certification, rather than the census, governs for purposes of classification under the PRA." (Card #1333).

"In cases where several towns of substantially the same population are in the immediate vicinity of each other and where one of these towns

has a Chamber of Commerce and a Compliance Board, the Chamber of Commerce and NRA Compliance Board should use every effort to induce neighboring towns to allow these organizations in the town or towns to include other towns mentioned within its trade area, by discussions with NRA representatives or Compliance Boards in the other towns (if any); otherwise by communicating with and ascertaining the wishes of a majority of voters and prominent citizens of the adjoining towns. Every attempt should be made to reach a sound and unbiased decision locally, concerning trade area questions. Should it be impossible to reach such a decision because of opposition on the part of adjoining towns, the question, of course, must be referred to the State Recovery Board for arbitrary decision." (Card #1484).

PORTERS - "Covered by Paragraphs 2 and 5, PRA unless specifically mentioned in a substitution." (Card #1334).

POST OFFICE EMPLOYEES (THIRD CLASS POST OFFICES) - "First Assistant Postmaster General Joseph C. O'Mahoney states under date of September 6 that 'while clerical employees in third class post offices are appointed by the postmaster and are under his direct supervision, their salaries are paid from allowances authorized by the Department out of Government funds. They are, therefore, considered Federal employees and are subject to such compensation deductions under the Act of March 20, 1933, as are applicable to all other Federal employees'. In view of the foregoing, it is not necessary for third class Postmasters to observe maximum hour and minimum wage provisions with respect to their employees." (Card #1503).

POTATO INSPECTORS - "If potato inspectors work in the field or on the farm, they are under the Agricultural Adjustment Administration, and are not concerned with PRA. If they are potato inspectors in the city or in warehouses, they come under Paragraphs 2 and 5, PRA. They are not considered professional workers." (C. S. Long).

PREMIUMS, PRIZES, ETC. - "Premiums, prizes, etc., are sales promotion aids and have nothing to do with wages and hours under the PRA, except as forbidden in substituted provisions for a particular business." (C. S. Long).

PRICE FIXING - "Under the PRA the NRA does not favor any price-fixing agreements." (Card #1336).

PRISON LABOR - "The PRA does not apply directly to prison labor products which compete with private industries. The PRA was not intended to affect the policy of the several states on prison labor in any way. The NRA has no established policy on this point. However, since all state institutions will find it impossible to sign the PRA, prison made goods in the public market will not bear the Blue Eagle and thus indirectly there is a very definite effect," (Lt. Johnston).

PRIVATE DETECTIVES - "It is not advisable to extend the definition 'Professional' as used in Paragraph 4, PRA beyond the recognized, established professions. A private detective, working for a private agency, is an employee included in Paragraphs #2 and #5, PRA, and should not be worked more than the maximum hours specified, nor should

he be paid less than the minimum wage provided in Paragraph #5, PRA. However, if such a private detective is receiving more than $35. per week, he is probably in such a position of sole responsibility that he would fall in the 'executive' class and, therefore, exempt from maximum hour provisions. If he does not receive as much as $35. per week, he is not within this class. If it is necessary for such an employee to work continuously on the same case, so that it will be impossible to restrict the number of hours which he should work, he should receive time and one-third." (Card #1483).

PRODUCTIVE LABOR (LAUNDRY) - See "Laundry Industry Substitution Definitions".

PROFESSIONAL OCCUPATIONS - "It is not the intent of the PRA to compel professional people, as employers, to come under the Agreement; but it is the desire of the Administration that such employers shall cooperate with the Program by complying with the provisions of the PRA. In this connection it should be noted that employees who are in fact professional people- such as internes, nurses and technicians - are not subject to the maximum hour provisions, PRA, but they are subject to minimum wage requirements. Non-Professional employees, of course, are subject to both maximum hour and minimum wage provisions." (Lt. Johnston and C. S. Long). Also see "Employments not Intended to be Covered by the PRA" and "Signing the PRA and Certificate of Compliance."

Artists (Including Commercial Artists) - "If their work is creative, they may be called professionals; but if their work is of a routine nature, such as filling in, coloring, lettering, etc., they are subject to maximum hours provisions of the PRA." (Lt. Johnston).

Certified Public Accountants - "are considered as professionals under Paragraph #6, PRA. The Certified Public Accountants themselves are considered professionals, but their junior accountants and clerical helpers are under Paragraph #2, PRA, pending adoption of a permanent code or substitute provisions for the Public Accounting business." (C. S. Long)

Dental Establishments - "Laboratory workers and apprentices in dental establishments are not considered professionals under basic Interpretation #6 and #19, NRA Bulletin #4, unless in fact they have had professional training and are working in a professional capacity." (Card #1341).

Funeral Directors and Embalmers - "(1) Embalmers are 'professional persons employed in professions'. (2) Funeral Directors are either the same as 'Embalmers' or are 'employees in a managerial or executive capacity, who now receive more than $35. per week'. In any event, we feel that these two classes should be exempt from maximum hour provisions of PRA." (PRA Policy Board).

Hospital Technicians, Internes, Research Technicians - "are included among professional persons within the meaning of Paragraph #4, PRA." (Basic Interpretation #19, NRA Bulletin #4).

Law clerks and Law Students - "A law clerk, within the meaning of State Laws requiring a clerkship, is in a professional rather than a clerical status and is exempt from the maximum hour provisions but not the minimum wage provisions. However, lawyers who evade the intent of the Agreement by using law clerks, who have passed the Bar examination, as filing clerks, stenographers, etc., (instead of in serving processes, assisting in the preparing of briefs, etc.) and working them over 40 hours a week, are violating Paragraph #8, PRA. This subject has been brought up many times and it is highly undesirable to issue a definite ruling on the point because of some very difficult legal problem which would probably require a ruling adverse to the intent of the Agreement." (Lt. Johnston).

"Students reading law in a law office do not have to be paid the minimum wage if they are not employees. If they are given specific duties to perform such as preparation of briefs, research assignments, etc., they are then professional persons employed in their profession and although exempt from maximum hour provisions they are not exempt from minimum wage provisions. If they are given clerical duties so that in fact they are not 'employed in their profession' they are not even exempt from maximum hour provisions." (Lt. Johnston).

Newspaper Photographers - "For the purposes of the PRA, they are reporters, whether they obtain pictures or news." (C. S. Long).

Newspaper Reporters, Editorial Writers "rewrite men and other members of editorial staffs are considered as 'Professional Persons'." '(Basic Interpretation #19, NRA Bulletin No. 4).

Nurses - "All kinds ministering to human beings are not limited as to maximum hours of labor under Paragraph #2, PRA, but they are subject to minimum wage provisions, Paragraph #5, PRA. The same ruling applied to graduate veterinary nurses. Student nurses in hospitals are not subject to minimum wage provisions, PRA. Student or undergraduate nurses in a doctor's office are subject to minimum wage provisions, PRA." (C. S. Long).

Optometrists (Including doctors of optometry and doctors of optometric science) - "are regarded as professionals; and when employed and working in their professional capacity, they are not limited to maximum hours. Non-professional assistants to the above should be classified as skilled craftsmen, subject to maximum hour and minimum wage provisions." (Lt. Johnston).

Radio Engineers and Engineers in other Higher Technical Professions - "Whether or not such engineers shall be considered professionals depends entirely upon the conditions. Such engineers are under professional classification until other proven." (Card #1341).

Teachers "who actually teach in private schools are considered professionals and are exempt as to maximum hours." (Card #1362).

PUBLIC UTILITIES, RAILROADS OR OTHER FORMS OF TRANSPORTATION SERVICE - "Please do not give any opinion, verbally or in writing, to the effect that Public Utilities, Railroads or other Forms of Transportation service do not come within the NIRA. The fact is that they all come within the NIRA, and it is only a question of policy as to whether or how the provisions of the NIRA shall be applied. Jurisdictional questions are very

dangerous and, therefore, unless you know the official ruling, please do not undertake to state it." (Legal Division memorandum signed by Donald R. Richberg about August 10, 1933).

RADIO ENGINEERS - See "Professional Occupations".

REAL ESTATE OPERATORS OR AGENTS - "who manage properties that are not entitled to the Blue Eagle because of the refusal of the owners to comply with NRA, may display the Blue Eagle in their own offices if they put PRA into effect so far as their own employees, over whom they have full and direct control, are concerned. The Blue Eagle must not be displayed, however, on the premises which they manage, if owners of such premises refuse compliance." (Lt. Johnston).

RECONSTRUCTION FINANCE CORPORATION - "Labor on projects financed by the Reconstruction Finance Corporation is covered by the PRA." (Lt. Johnston)

RELIGIOUS ORGANIZATIONS - See "Non-Profit Organizations".

RENT (DEDUCTIONS FOR) - "No deductions shall be made from the pay envelope or check, for room rent, meals or anything else. The single exception to this occurs in the substituted provisions for restaurants, which provides that deductions may be made for meals when such was the custom prior to June 16, 1933." (C. S. Long). Also see "Deductions".

REPAIRMEN - "Automobile repairmen on commission are piece workers, and subject to PRA minimum wages and maximum hours." (Interpretation Section, October 3, 1933).

REPLACEMENT OF EMPLOYEES - See "Incompetent Employees".

REVOCATION OF SIGNATURES OF PRA - See "Withdrawing from PRA".

RIGHTS, CONSTITUTIONAL AND/OR IMMUNITIES - See "Constitutional Rights".

SALES PROMOTION AIDS - See "Premiums".

SANDWICH STANDS - See "Barbecue and Hot Dog Stands."

SCHOOLS AND COLLEGES (BUSINESS AND PRIVATE) OPERATED FOR PROFIT - "Pending the adoption of a specific code for private schools, such schools are expected to sign the PRA and put into effect its hours and wages provisions respecting its employees.

(1) Teachers who actually teach are considered professionals under interpretation 6 and are exempt as to maximum hours.

(2) Office and miscellaneous workers are covered by Paragraphs 2 and 5, PRA.

(3) Employees in school kitchens and dining rooms may be worked under the restaurant substitution." (Interpretation Section, September 23, 1933).

SECTION 7-a, NIRA, LABOR PROVISIONS - "The labor provisions of Section 7-a of the Industrial Recovery Act automatically apply to an employer upon signing the PRA in the same manner as it comes into full effect when the President signs a permanent code." (General Hammond).

SERVICE EMPLOYEES vs MAINTENANCE EMPLOYEES - "For the purposes of the PRA, service employees are those employees who perform the same daily or periodical functions in connection with the operation of a plant or business (such as elevator operators, scrubbers, engineers and firemen, window washers, window trimmers and store clerks); while maintenance employees are defined as those employees who are available for repairing breakdowns in machinery and other work which becomes necessary at irregular intervals. In this connection, the term 'service employees' is not used in the sense of employees rendering service to the public." (C. S. Long).

SHELTERED WORKERS - "Persons who are limited in their earning power through physical or mental defects, age, or other infirmities (physical or mental defectives, including superannuated employees who are really pensioners), may be employed on light duty below the minimum wage set by the PRA, and for longer hours than are therein authorized, if the employer obtains from the State Labor Commission a certificate authorizing the employment of such defectives in such manner." (Basic Explanation #3, General Johnson, NRA Bulletin #4). "It has been ruled that in the case of employees who are superannuated or mentally or physically defective, an employer can pay part of the minimum wage with an insurance company making up the balance. Such an arrangement is equitable for the employer, the employee and the insurance company." (Lt. Johnston).

"The above has been amended to read: 'State labor commission will be guided by the instructions of the United States Department of Labor in issuing such certificates. In any state where there is no state labor commission or analagous authority, application for such a certificate will be made direct to the United States Department of Labor in Washington.'" (Local NRA Compliance Board Memo (CB 7) dated October 9, 1933).

SCRIPT - "It is the intent of the PRA that increased wages shall be real and payable in cash or checks readily convertible into cash. There may be special cases such as those of municipalities, counties or states and even private employers where temporary shortage of cash may make this impossible for the time being. Any script issued in such emergency should be convertible into cash at a definite day in the near future and should not be issued as a means of evading provisions of the PRA." (Interpretations Section).

SHOE REBUILDING AND REPAIRING - "Any service activity which is entirely independent of retail dealing, such as shoe rebuilding, is at present governed by the PRA and not by the retail code. Shoe rebuilding or alteration which is incidental to the sale of shoes, is governed by the retail code. But shoe rebuilding or repairing operations, where the price to the consumer is preponderantly for labor costs, as distinguished from costs of merchandise not substantially altered for the purposes of sale, are not retail operations. Accordingly most independent shoe repair shops are not under the retail code. The primary test should be whether the activity is one in which the selling aspect, as distinguished from the servicing aspect, predominates." (F.L. #21, December 12, 1933 - Statement by NRA).

SHOE SHINE STAND EMPLOYEES - "Shoe shine employees come under Paragraphs #2 and #5, PRA. If these employees worked on a purely commission basis prior to June 16, 1933, they may continue to do so, and in such case they are not subject to either minimum wages or maximum hours. New employees may be added on a straight commission basis, provided employment on this basis has been the custom in the past. However, it is a violation of Paragraph #6 PRA to change to a commission basis employees who have been receiving wages or base pay plus commission. It is likewise a violation of Paragraph #8, PRA for proprietors of shoe shine stands to attempt to evade the purposes of the PRA by leasing shoe shine equipment to former employees on a basis which would allow these employees a percentage of the receipts, thus making the employees proprietors in their own right." (Card #1368). Also see "Commission Workers, and "Tips and Gratuities".

SHOW CARD WRITERS - See "Window Trimmers and Show Card Writers".

SIGNING THE PRA AND CERTIFICATE OF COMPLIANCE - "An employer engaged in several different businesses or employing labor of several different classes should sign but one agreement." (Basic Interpretation #17, General Johnson, NRA Bulletin #4). "Where manufacturing establishments, chain stores, chain restaurants, etc., have many establishments in different locations and different cities, the managers of these branches are expected to sign the PRA and Certificate of Compliance applying to the employees under their control." (C. S. Long).

"Hospitals, not engaged in carrying on a trade or industry, do not come within the purview of the NIRA, so as to come under the ordinary requirements of a code of fair competition. There is nothing to prevent any employer of labor outside of trades and industries, any professional man or organization or any non-profit organization, from signing the PRA and conforming to its provisions. This does not mean, however, that they are under any compulsion to do so other than that resulting from a desire to cooperate where appropriate, and so far as possible, with a general program of reemployment at shorter hours and higher wages. To the extent that labor is employed in occupations comparable with those engaged in trade or industry, it is of course desirable that similar conditions should prevail." (Mr. Richberg, August 16, 1933).

SMALL COMMUNITIES - "Employers in small communities having neither a trade association or Chamber of Commerce should apply to the Trade Association Section, Blue Eagle Division, NRA for designation of proper organization to consider petitions for, exceptions to the PRA under paragraph 14." (Lt. Johnston).

SNUFF - See "Cigarette, Chewing, and Smoking Tobacco and Snuff Industry."

SOCIAL SERVICE INSTITUTIONS - See "Non-Profit Organizations".

SOFT DRINK INDUSTRY SUBSTITUTION - "Exemption of drivers and route salesmen from limitation of maximum hour provisions extended beyond November 5, 1933." (National Compliance Board, November 1, 1933).

SPLIT SHIFTS - "If splitting hours of employment has in fact increased employment and wages and comes within the intent of the PRA, it is permissible, but if splitting hours is a means of evading employment and

the intent of the agreement it may be considered as staggering hours and in violation of Paragraph 8, PRA." (C. S. Long). Also see "Staggering Hours".

STAGGERING HOURS "Any unusual or extraordinary arrangement of hours of labor of employees (whether with respect to corresponding hours of other employees in the establishment, or with respect to ordinary practices in the particular business or community), if it tends to violate the spirit or the purposes of PRA, is considered 'staggering hours', with intent to evade the provisions of PRA." (C. S. Long). "An employer has a right to have some employees start work earlier than others, but the employee's lunch hour must not exceed that of the general business community." (L.C. #46, September 16, 1933). "Lunch periods are not included in working hours; however, unreasonably long lunch periods may be interpreted as an attempt to evade the provisions of the PRA. The answer depends upon the facts in the case." (Card #1376).

STATE GOVERNMENT, EMPLOYEES - See "Governments".

STATE LAWS IN CONFLICT WITH PRA - See "Laws".

STAYS FROM HOUR AND WAGE PROVISIONS OF A TENTATIVELY APPROVED SUBSTITUTION - "The fact that a substitution has been consented to by NRA for an industry, does not deprive an individual of his remedy under Paragraph 14, PRA. This means that even though the industry has been authorized to operate under wage and hour provisions of their code in place of similar provisions of PRA there may still be peculiar reasons why the application of these provisions to an individual would work a great and unavoidable hardship. A petitioner in such a case should follow the identical procedure for one seeking an exception where no substitution has been allowed for his trade or industry. The individual should have his petition approved by his trade association and send it to Washington together with this approval. He may then sign the Certificate of Compliance by adding to it the following notation: (1) To the extent of NRA consent as announced, we have complied with the PRA by complying with the substituted provisions of the Code submitted by the _____ Trade Industry, and (2) Except for those interim provisions regarding wages and hours which have been approved by the _____ Trade Association." (Card #1379).

"He may comply with all provisions of PRA except those which he is petitioning to have excepted. Upon signing the Certificate of Compliance he will receive the Blue Eagle from the Post Office, but before displaying it, he must put a white bar across its breast with the word 'Provisional' on it. If the petition is finally approved by NRA, he may take the bar down. If the petition is not approved by NRA, he must comply with the Agreement and any approved substituted provisions in full." (Card #1380). Also see "Substitutions."

STEEL PLATE FABRICATORS - "Section 5, Article 2, Petroleum Code is not intended to apply to contractors of this Code. Steel Plate Fabricators should operate under their own substitution." (Lt. Johnston).

STEVEDORES, LONGSHOREMEN, WHARF EMPLOYEES, SAILORS AND CREWS OF VESSELS - "These classes of labor are under Paragraph #2 and #5, PRA, pending specific

ruling or adoption of substitute provisions or permanent Codes applying to them". (Lt. Johnston).

STOCKHOLDERS OF CORPORATIONS - See "Corporations".

STORE OR SERVICE OPERATIONS (HOURS) - See "Paragraph #2, Provisions, PRA," pages 22 to 24.

STUDENTS AND LEARNERS - "The PRA does not apply to bona fide students of vocational schools (including Beauty Shop and Barber Shop students). The term 'student' here is limited to those who receive no remuneration either by wages, commissions or gratuities. Students and learners may be employed on a wholly commission basis, in which case the hour and wage provisions, PRA do not apply." (Card #1384). "Hourly wage rates apply to students working their way thru school, paid with board and tuition." (Informal interpretation by L. G. Wilson, August 19, 1933). Also see "Apprentices", and "Professional Occupations".

STUDENT WORKERS - "The Policy Board states that it is best not to give out a 'definite ruling' in regard to these students who are employed during the summer, consequently it would seem that they would have to be considered as regular employees, and if the employer wants to make an exception he should submit a formal petition under Paragraph 14, PRA to his local trade association, etc, and if it is approved it should go thru the regular channels to Mrs. Pettit's section." College students working in restaurants for as much as four hours per day for their board with no other monetary consideration cannot be considered an exception to the PRA, the strict application of the terms of the restaurant substitution would require restaurants to pay students and make deductions not to exceed $3.00 per week, and in the case of 4 hours a day would require monetary consideration in excess of the meals under the minimum wage scale effective." (Lt. Johnston).

SUBSTITUTIONS TO THE PRA - "The employer has the choice of remaining bound by the original PRA, or operating under approved substitutions thereto applying to his particular business or industry." (PRA Policy Board - W. P. Farnsworth). "If he has signed the original PRA and Certificate of Compliance it is not necessary for him to sign a second Certificate of Compliance (with the Consent Clause added) upon approval of substitutions, provided he wants to operate under the substitutions rather than the original PRA." (Card #1385).

SUPERANNUATED EMPLOYEES - See "Sheltered Workers".

SWEAT SHOPS - "An employer taking advantage of 'sweat shops' outside of his place of business at less than wage and hour provisions, PRA, violated the Agreement. Concerning home work in general, watch for subterfuge. The NRA required payment of minimum wage in compliance with PRA." (Card #1388).

TAXI DRIVERS - "Taxi drivers are employees unless they are independent contractors; in no case are they outside salesmen. If they are not independent contractors, they are subject to maximum hour and minimum wage provisions. If they hire the cab themselves or if they are on a straight

commission basis, they are probably independent contractors. If they have a flat guarantee plus a commission or bonus, they are employees and the guarantee plus commission must at least equal the minimum wage." (Card #1389). "Taxicab drivers under paragraph #2, PRA, if not owners of their own cab." (L. G. Wilson, August 19, 1933).

TEACHERS - See "Schools, Private".

TECHNICIANS - See "Professional Occupations".

TELEGRAPHIC COMMUNICATIONS INDUSTRY - "Telegraph messenger boys are exempt from minimum wages (zone rates are not to be reduced). In offices located in cities or towns or isolated places where not more than three employees, exclusive of messengers, are engaged, employees including messengers are exempt from maximum hours, provided such employees shall not total more than 10% of the total employees employed." (Int. Section).

"The word 'messenger' where it appears in the substitution approved for the Telegraphic Communications Industry, shall include only outside messengers, effective December 15, 1933." (National Compliance Board, November 14 and 22, 1933).

"The provisions of the PRA are applicable to messengers in the Telegraphic Communications Industry engaged in delivering advertising, samples, and bulk material. In the substitution approved for this industry, the word 'messenger' was intended to include only those messengers delivering telegraph messages and doing work that is strictly related to the telegraph industry, including the delivery of addressed matter not in bulk quantities. It was not contemplated that the substitution should apply to messengers delivering bulk advertising, samples, etc. When telegraph messengers are doing work other than that specified above, they should be employed at the wage rate and hours specified in the PRA." (National Compliance Board, November 28, 1933).

"Due to unusual circumstances, a substitution was allowed for paragraph #7, PRA, for the Telegraphic Communications Industry. This removes the requirement for an equitable readjustment, but it does not mean that zone rates must not be raised. It is to be hoped that these companies will carry out the purpose and spirit of the PRA by making an equitable readjustment, although by a strict legal interpretation they are not required to do so." (W. P. Farnsworth, October 10, 1933).

"Under the substituted provision for Paragraph 7, PRA approved for the Telegraphic Communications Industry, when the hours of work of an employee paid by the hour are reduced to the maximum under the substitution, his hourly rate must be increased so that his weekly compensation will be the same as before the reduction in hours." (PRA Policy Board, October 19, 1933).

"The changing of managers of branch telegraph offices from a salary basis to a commission basis is considered a violation of the PRA in the event the change results in a decrease in their net income." (Advisory Council. Compliance Division, June 6, 1934).

TERRITORIAL POSSESSIONS - "Due to the entirely different hours of labor and wage rates prevailing in our territorial possessions, we are not planning to extend to them the PRA. It is obvious that they cannot be regulated on the same basis as industries in the United States. Of course, Section 3A of this Law applies to the insular possessions. If any Code is presented by them we shall have to act on it." (Hugh S. Johnson). Also see "Hawaiian Islands".

THIRD CLASS POST OFFICES - See "Post Office Employees".

TIPS AND GRATUITIES - "In no case may tips or gratuities be applied in computing a minimum wage." (Lt. Johnston). "However, it is considered perfectly proper for restaurants, clubs, etc. to substitute a service charge for tips and allot whatever portion of the revenue derived from this charge to the waiters the management consider proper. Watch substitutions or codes for exceptions." (Card #1394).

TOBACCO (CHEWING AND SMOKING) - See "Cigarette, Chewing, and Smoking Tobacco and Snuff Industry".

TRADE AREA (IMMEDIATE) - "'Immediate trade area' is the area in which there is direct retail competition. In case of question, the decision shall be made by the local chamber of commerce or similar organization subject to review by the State Recovery Board." (Basic Interpretation No. 13, NRA Bulletin #4).

TRADE ASSOCIATIONS PER SE - "Trade associations may upon compliance with PRA, be awarded the Blue Eagle even though their industries have not signed under PRA or Code, as an organization is an entity in itself. However, it should avoid giving the impression that its permission to use the Blue Eagle extends to the industries which it represents." (Lt. Johnston).

TRANSPORTATION SERVICES - See "Public Utilities, Railroads or Other Forms of Transportation Service".

TRUCK DRIVERS - "Deliverymen who incidentally take orders and whose duties come under Paragraph #2 and #5 PRA, are not excepted from maximum hours nor from minimum wage provisions unless they are wholly on a commission basis. However, check all substitutions for exceptions to the above, and note particularly substitutions applying to the Trucking, Bakery, Fluid Milk, and Laundry Industries. The above ruling as to truck drivers who sell also applies to drivers who buy on commission - such as truck driver purchasers of farm products, junk, etc." (Card #1399). "Until such time as the Trucking Industry Code is approved, it is temporarily agreed that time and one-third be paid for excess of 40 hours per week or 8 hours per day in emergency in case of truck drivers on long hauls." (PRA Policy Board or thru Mr. Richberg, August 25, 1933). Also see "Deliverymen", "Commission Workers", and "Trucking Industry".

TRUCKING INDUSTRY, APPLICATIONS OF SUBSTITUTIONS - "(1) The Trucking Industry substitutions apply to the entire truck transportation industry (except transportation of passengers) including employees on trucks used by other trades or industries transporting their own goods exclusively. (2) Industries which use trucks should work their truck drivers and helpers under

the trucking industry substitutions, unless substitutions for their own industry cover these employees." (Card #1460). "Under the trucking substitution, a helper on a truck doing loading, unloading, and driving in an emergency should be paid for the time he is en route from point of departure of the truck to a destination at which loading or unloading is to be done." (F. S. Pollak, January 17, 1934).

UNION CONTRACTS - See "Contracts (Labor Union)".

UNION REPRESENTATIVES - "Mr. Richberg has ruled that it is illegal for an employer under a code or the PRA to refuse to meet and confer with the chosen representatives of the employees, even though such representatives are not in his employ. Mr. Richberg has also stated that an employer is within his rights in such a case in refusing to deal with a labor union official who has not been designated as a representative of the employees." (L. C. #58, September 28, 1933).

UTILITY COMPANIES PRIVATELY OWNED vs EXECUTIVE ORDER #6354 - "Privately owned utility companies located in towns of less than 2,500 persons which have 5 or less employees are relieved from observing the PRA or codes of Fair Competition if service is furnished locally for only one town in which it is located." (T. I. Emerson, Legal Division, March 27, 1934).

VETERINARY NURSES - See "Professional Occupations".

VOCATIONAL STUDENTS - See "Students and Learners".

WAGE DIFFERENTIALS - See "Paragraph #7, Provisions", page 28.

WATCHMEN - "Under the original unmodified PRA, watchmen are subject to Paragraphs #2 and #5. Whenever watchmen are specifically 'excepted' in approved substitutions for either Paragraphs #2 or #3, PRA, they are not amendable to either maximum hours or minimum wages. However, if their hours are shown in substitutions for either Paragraphs #2 or #3, PRA, to be limited by, for example, the average number of hours employed over a specified period; they are to receive the minimum wage specified under Paragraph #5, PRA." (Lt. Johnston). Office Building Watchmen - See "Office Building Industry Substitution".

WHITE STRIP ON INSIGNIA - See "Insignia".

WINDOW TRIMMERS AND SHOW CARD WRITERS - "Such occupations are not classed as professional unless they are highly trained and skilled and their work is creative rather than routine. It is apparent that to be classed as professional such workers should be employed primarily in their professional capacities." (F. L. #9, November 20, 1933).

WITHDRAWING FROM NRA AFTER SIGNING PRA - "No firm or individual who has once signed the PRA may withdraw from the pledge until the expiration thereof December 31, 1933. If an employer who signed the Agreement finds, because of peculiar circumstances in his individual case, great and unavoidable hardship will result in complying strictly with all provisions of the

Agreement, he may petition for a stay from the provisions which would cause this hardship, as provided in Paragraph #14, PRA." (Lt. Johnston). "Anyone continuing to display the Blue Eagle after each of the two extensions of the PRA effective January 1, 1934 and May 1, 1934 was considered as bound by the provisions of the PRA and any applicable approved substitutions thereto until a code of fair competition applicable to the signers business became effective." (See Executive Orders #6516 and #6678-A).

WORK SPOILED THROUGH CARELESSNESS - See "Deductions from Wages".

WORK WEEK - "An employer may follow the calendar week or establish his own fiscal week. In the case of a fiscal week, the succeeding week starts where the preceding week ends. For example, if the employer should set Wednesday as the beginning of his fiscal week, this week would end the following Tuesday evening and the next week would begin the following Wednesday morning." (Interpretation Section, October 2, 1933).

WOUND STRIPE ON INSIGNIA - See "Insignia".

APPENDIX H

PUBLIC - NO. 369 - 73d CONGRESS

H.R. 9002

AN ACT

To provide relief to Government contractors whose costs of preformance were increased as a result of compliance with the Act approved June 16, 1933, and for other purposes.

BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That the Comptroller General of the United States be, and he is hereby, authorized and directed to adjust and settle on a fair and equitable basis claims of persons who entered into a contract or contracts with the United States prior to August 10, 1933, including subcontractors and materialmen performing work or furnishing material or necessary fuel direct to the contractor under such contracts, for additional costs incurred by reason of compliance on and after August 10, 1933, with a code or codes of fair competition approved by the President under section 3 of the Act approved June 16, 1933, known as the "National Industrial Recovery Act", or by reason of compliance with an agreement with the President executed under section 4 (a) of said Act in the performance after August 10, 1933, of the contract or any part thereof. If the event that such contract was performed wholly or in part by a surety on the bond of the contractor, the claim may be presented by and settlement made with such surety, but such surety shall have no greater rights than would have accrued to the contractor had such contractor completed the contract. Any contractor, subcontractor, or completing surety desiring an adjustment and settlement with respect to any such contract under this Act for increased costs incurred after August 10, 1933, by reason of compliance with the codes or reemployment agreements shall file with the department or administrative establishment concerned a verified claim itemizing such additional costs, and any subcontractor on any such contract may file his claim directly with the head of the department or independent establishment concerned or through the contractor. After the claim has been examined by the head of the department or independent establishment concerned, or such person or persons as he shall designate, the claim shall be transmitted to the Comptroller General of the United States, accompanied with an administrative finding of fact and recommendation with respect to the claim.

Sec. 2. In no event shall any allowance exceed the amount by which the cost of performance or such part of the contract as was performed subsequently to August 10, 1933, was directly increased by reason of compliance with a code of codes of fair competition, or with an agreement with the President, as aforesaid.

Sec. 3. In no event shall any allowance be made which would result in a profit to the claimant exceeding 7 per centum on the cost of performance of the contract in respect of which the claim is made. The head of the department or establishment concerned, subject to the

approval of the Comptroller General, shall have the authority, from time to time, to determine the actual cost and profit thereon.

Sec. 4. No claim hereunder shall be considered or allowed unless presented within six months from the date of approval of this Act or, at the option of the claimant, within six months after the completion of the contract, except in the discretion of the Comptroller General for good cause shown by the claimant.

Sec. 5. Appropriations for the purpose of paying claims allowed hereunder and the expenses of determining the claims are hereby authorized.

Sec. 6. In all proceedings under this Act witnesses may be compelled to attend, appear, and testify and produce books, papers, and letters, or other documents; and the claim that any such testimony or evidence may tend to incriminate the person giving the same shall not excuse such witness from testifying, but such evidence or testimony shall not be used against such person in the trial of any criminal proceeding. Nothing in this Act shall in any way relieve or excuse any officer of the United States or any claimant from prosecution under any statute of the United States for any fraud or criminal conduct.

Approved, June 16, 1934.

APPENDIX I

PRA CENSUS - TABULATION BY STATES
EMPLOYMENT AND PAYROLLS, JUNE, OCTOBER, 1933

Division and State	Establishments		Employment				Weekly Payroll				Weekly Income Per Worker	
			June		October		June		October		June	October
	Per cent of Total	Number Reporting	Per cent of Total	Number	Number	Per cent Change	Per cent of Total	Number	Number	Per cent Change		
UNITED STATES	100.00	643,060	100.00	10,803,004	12,504,344	15.6	100.00	$238,458,411	$282,613,470	18.5	$21.94	$22.49
NEW ENGLAND	8.74	56,199	10.09	1,096,164	1,260,189	15.0	9.56	22,797,037	26,949,018	18.2	20.80	21.38
Maine	.86	5,538	.68	74,399	84,301	13.3	.55	1,305,604	1,522,928	16.6	17.55	18.07
New Hampshire	.57	3,648	.64	69,302	77,345	11.6	.45	1,068,272	1,303,834	22.1	15.41	16.86
Vermont	.35	2,258	.18	20,044	22,987	14.7	.16	370,966	441,680	17.2	18.81	19.21
Massachusetts	4.58	29,431	5.41	587,705	671,628	14.3	5.40	12,884,409	15,040,970	16.7	21.92	22.39
Rhode Island	.72	4,600	1.00	108,909	126,119	15.8	.90	2,150,266	2,611,635	21.5	19.74	20.71
Connecticut	1.67	10,724	2.17	235,805	277,809	17.8	2.10	5,011,520	6,027,971	20.3	21.25	21.70
MIDDLE ATLANTIC	24.41	156,979	27.28	2,964,594	3,360,721	13.4	30.63	73,049,165	85,586,320	17.2	24.64	25.47
New York	12.93	83,158	13.49	1,466,061	1,657,706	13.1	17.26	41,150,693	47,135,779	14.5	28.07	28.43
New Jersey	3.41	21,951	3.62	393,431	446,235	13.4	4.04	9,640,358	11,164,712	15.8	24.50	25.02
Pennsylvania	8.07	51,870	10.17	1,105,102	1,256,760	13.7	9.33	22,258,114	27,285,829	22.6	20.14	21.71
EAST NORTH CENTRAL	21.42	137,728	22.59	2,454,618	2,863,975	17.5	22.84	53,990,135	64,375,038	19.2	21.99	22.32
Ohio	6.30	40,508	6.53	710,017	834,214	17.5	6.26	14,925,599	17,809,925	19.3	21.02	21.35
Indiana	2.83	18,208	2.37	258,083	310,991	20.5	2.04	4,674,915	6,013,171	23.3	18.89	19.34
Illinois	6.30	40,541	7.64	830,564	994,187	19.7	8.35	19,920,034	24,529,568	23.1	23.98	24.67
Michigan	3.33	21,437	4.06	441,273	500,687	13.5	4.14	9,870,239	10,880,345	10.3	22.37	21.75
Wisconsin	2.65	17,034	1.98	214,881	243,896	13.5	1.84	4,399,348	5,134,023	16.7	20.47	21.05
WEST NORTH CENTRAL	11.23	72,231	6.42	697,855	800,115	14.7	5.98	14,267,178	16,726,957	17.2	20.44	20.91
Minnesota	2.43	15,599	1.54	166,923	198,539	18.9	1.52	3,628,285	4,354,797	20.0	21.74	21.93
Iowa	2.16	13,862	1.01	109,335	125,574	14.9	.88	2,067,833	2,448,588	17.3	19.10	19.50
Missouri	3.01	19,348	2.47	268,277	298,011	11.1	2.31	5,519,218	6,381,969	15.6	20.57	21.42
N. Dakota	.41	2,611	.11	12,115	15,180	25.3	.10	244,047	305,399	25.1	20.14	20.12
S. Dakota	.44	2,823	.15	16,636	18,917	13.7	.15	357,993	401,384	12.1	21.52	21.22
Nebraska	1.23	7,896	.53	57,206	66,224	15.8	.48	1,156,110	1,347,987	16.6	20.19	20.35
Kansas	1.57	10,092	.62	67,303	77,670	15.4	.53	1,273,692	1,486,833	16.7	18.92	19.14
SOUTH ATLANTIC	7.95	51,095	8.96	974,246	1,127,268	15.7	6.51	15,531,392	19,544,174	25.8	15.94	17.34
Delaware	.19	1,234	.15	15,922	18,302	14.9	.14	333,178	390,483	17.2	20.93	21.34
Maryland	1.10	7,050	1.31	142,091	167,042	17.6	1.20	2,862,197	3,455,667	20.7	20.14	20.69
Dist. Columbia	.46	2,989	.47	50,632	56,201	11.0	.55	1,309,947	1,413,772	7.9	25.87	25.16
Virginia	1.26	8,108	1.26	137,143	159,490	16.3	.92	2,185,412	2,706,946	23.9	15.94	16.98
W. Virginia	.87	5,577	1.37	143,371	175,239	22.2	1.06	2,516,177	3,394,683	34.9	17.55	19.37
N. Carolina	1.06	6,806	1.79	194,242	225,793	16.2	1.02	2,422,465	3,208,065	32.4	12.47	14.21
S. Carolina	.62	3,964	.86	93,920	102,202	8.8	.43	1,034,232	1,383,201	33.7	11.01	13.53
Georgia	1.25	8,039	1.25	135,553	152,464	12.5	.81	1,919,801	2,415,697	25.8	14.16	15.85
Florida	1.14	7,328	.56	61,372	70,575	15.0	.40	947,983	1,175,460	24.0	15.45	16.66
EAST SOUTH CENTRAL	3.99	25,670	3.55	386,030	447,901	16.0	2.37	5,648,418	7,202,930	27.5	14.63	16.08
Kentucky	1.20	7,707	.98	106,448	127,915	20.2	.77	1,829,274	2,324,372	27.1	17.18	18.17
Tennessee	1.19	7,672	1.19	129,364	145,031	12.1	.81	1,927,348	2,342,738	21.6	14.90	16.15
Alabama	1.05	6,743	1.07	116,263	132,921	14.3	.62	1,481,168	1,953,238	31.9	12.74	14.69
Mississippi	.55	3,548	.31	33,955	42,033	23.8	.17	410,628	582,522	41.9	12.09	13.86
WEST SOUTH CENTRAL	7.39	47,513	3.97	431,700	520,549	20.6	3.47	8,282,290	10,336,912	24.8	19.13	19.86
Arkansas	.67	4,338	.32	34,930	43,818	25.2	.21	504,902	678,316	34.3	14.43	15.48
Louisiana	.79	5,073	.72	78,217	91,245	16.7	.55	1,305,648	1,618,472	24.0	16.69	17.74
Oklahoma	1.58	10,175	.70	75,906	93,812	23.6	.65	1,554,731	1,936,923	24.6	20.48	20.65
Texas	4.34	27,927	2.23	242,581	291,673	20.2	2.06	4,917,009	6,103,201	24.1	20.27	20.92
MOUNTAIN	2.48	15,962	1.17	127,529	154,670	21.3	1.12	2,674,658	3,391,827	26.7	21.00	21.93
Montana	.38	2,473	.12	13,278	15,875	19.6	.13	312,304	395,415	26.6	23.52	24.91
Idaho	.36	2,312	.14	15,157	19,393	27.9	.12	293,917	390,531	32.9	19.39	20.14
Wyoming	.18	1,186	.09	9,901	12,678	28.0	.09	223,311	305,853	37.0	22.55	24.12
Colorado	.85	5,441	.39	42,323	51,298	21.2	.37	878,194	1,111,074	26.5	20.75	21.66
New Mexico	.17	1,109	.08	8,803	10,412	18.3	.07	161,907	204,604	26.4	18.39	19.65
Arizona	.23	1,447	.12	12,697	14,683	15.6	.12	278,383	319,441	14.7	21.93	21.76
Utah	.25	1,599	.21	22,373	26,774	19.7	.19	456,834	578,746	26.7	20.42	21.62
Nevada	.06	393	.03	2,997	3,557	18.7	.03	72,808	86,157	18.3	24.29	24.22
PACIFIC	9.34	60,082	6.30	685,006	824,038	20.3	6.95	16,564,744	20,004,832	20.8	24.18	24.28
Washington	1.62	10,407	1.06	114,964	138,815	20.7	.98	2,341,184	2,880,766	23.0	20.36	20.75
Oregon	1.01	6,527	.67	73,179	93,020	27.1	.62	1,474,504	1,906,902	29.3	20.15	20.50
California	6.71	43,148	4.57	496,863	592,203	19.2	5.35	12,749,056	15,217,164	19.4	25.66	25.70
ALL OTHERS 1/	3.05	19,601	9.66	1,050,062	1,184,918	12.8	10.76	25,650,394	28,495,462	11.1	24.43	24.05

1/ Data for questionnaires which do not clearly indicate that a breakdown has been made on a proper geographical basis; data for establishments operating in two or more States, such as, railroads, steam boats, pipe lines, telephone and telegraph, and power companies; the reports of companies having plants in various States for which individual reports were not submitted but for which a master report was supplied; and data from returns received for a State after the State had been sent to the Tabulation Section for punching and tabulating.

NRA
Division of Review
U.S

9819

APPENDIX J

(Eight copies to be submitted)

BASIC CODE FOR SUBSTITUTIONS BEFORE THE POLICY BOARD IN P. R. A. FOR SECTIONS _____ TO _____ INCLUSIVE.

DEFINITION:

The term _____ trade/industry as used herein includes but is not limited to _____

_____

_____

SECTION I. LABOR PROVISIONS:

A. Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in any other concerted activities for the purpose of collective bargaining or other mutual aid or protection;

B. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing or assisting a labor organization of his own choosing; and

C. Employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment, approved or prescribed by the President.

SECTION II. CHILD LABOR:

After August 31, 1933, no person under 16 years of age shall be employed; PROVIDED, however, that where a state law specifies a higher minimum age, no person below the age so specified by such law, shall be employed within that state.

SECTION III. MAXIMUM HOURS:

A. Employees not covered by Section III B (except outside salesmen) may not be employed in any place or manner for more than _____ months' period, but may be employed a maximum week of _____ hours for any _____ weeks, within any _____ months period; provided, however, that such employees may not be employed more than eight hours in any one day. The hours of any store or service operation shall not be reduced to below _____ hours in any one week, unless such hours were less than _____ hours per week before July 1, 1933, and in the latter case, such hours shall not be reduced at all.

B. No factory or mechanical worker or artisan shall be employed more than a maximum week of _____ hours, averaged over a _____ months' period, but may be employed a maximum week of _____ hours for any _____ weeks within such months' period; provided, however, that such employees shall not be employed more than _____ hours in any one day.

C. The maximum hours fixed in the foregoing paragraphs III A and III B shall not apply to employees in establishments employing not more than two persons in towns of less than 2500 population, which towns are not a part of a larger trade area; nor to registered pharmacists or other professional persons employed in their professions; nor to employees in a managerial or executive capacity, who receive more than $35.00 per week; nor to employees on emergency maintenance and repair work; nor to very special cases where restrictions of hours of highly skilled workers on continuous processes would unavoidably reduce production (state classes and work). But in any such special case, at least time and one-third shall be paid for hours worked in excess of the maximum hours per day hereinbefore provided; not to _____

_____

_____

_____.

The population for the purposes of this Code shall be determined by reference to the 1930 Federal Census.

SECTION IV. MINIMUM WAGES:

A. Employees in the classes covered by paragraph III A shall be paid not less than _____ dollars per week in any city of over 500,000 population or in the immediate trade area of such a city; nor less than _____ dollars per week in any city of between 2,500 and 250,000 population, or in the immediate trade area of such city; and in towns of less than 2,500 population, wages shall be increased by not less than _____ percent, provided that this shall not require wages to be paid in excess of _____ per week.

B. Employees of the classes mentioned in paragraph III B shall be paid not less than _____ cents per hour. It is agreed that this paragraph establishes a guaranteed minimum rate of pay, regardless of whether the employee is compensated on the bases of a time rate or on piece work performance.

C. (List here exceptions to and exemptions from the above wage figure, if any.) _____

_____

_____

_____

SECTION V. PRESIDENTIAL MODIFICATION:

The President may, from time to time, cancel or modify any order, approval, license, ruling or regulation issued under this title.

OFFICE OF THE NATIONAL RECOVERY ADMINISTRATION
THE DIVISION OF REVIEW

THE WORK OF THE DIVISION OF REVIEW

Executive Order No. 7075, dated June 15, 1935, established the Division of Review of the National Recovery Administration. The pertinent part of the Executive Order reads thus:

> The Division of Review shall assemble, analyze, and report upon the statistical information and records of experience of the operations of the various trades and industries heretofore subject to codes of fair competition, shall study the effects of such codes upon trade, industrial and labor conditions in general, and other related matters, shall make available for the protection and promotion of the public interest an adequate review of the effects of the Administration of Title I of the National Industrial Recovery Act, and the principles and policies put into effect thereunder, and shall otherwise aid the President in carrying out his functions under the said Title. I hereby appoint Leon C. Marshall, Director of the Division of Review.

The study sections set up in the Division of Review covered these areas: industry studies, foreign trade studies, labor studies, trade practice studies, statistical studies, legal studies, administration studies, miscellaneous studies, and the writing of code histories. The materials which were produced by these sections are indicated below.

Except for the Code Histories, all items mentioned below are scheduled to be in mimeographed form by April 1, 1936.

THE CODE HISTORIES

The Code Histories are documented accounts of the formation and administration of the codes. They contain the definition of the industry and the principal products thereof; the classes of members in the industry; the history of code formation including an account of the sponsoring organizations, the conferences, negotiations and hearings which were held, and the activities in connection with obtaining approval of the code; the history of the administration of the code, covering the organization and operation of the code authority. the difficulties encountered in administration, the extent of compliance or non-compliance, and the general success or lack of success of the code, and an analysis of the operation of code provisions dealing with wages, hours, trade practices, and other provisions. These and other matters are canvassed not only in terms of the materials to be found in the files, but also in terms of the experiences of the deputies and others concerned with code formation and administration.

The Code Histories, (including histories of certain NRA units or agencies) are not mimeographed. They are to be turned over to the Department of Commerce in typewritten form. All told, approximately eight hundred and fifty (850) histories will be completed. This number includes all of the approved codes and some of the unapproved codes. (In Work Materials No. 18, Contents of Code Histries, will be found the outline which governed the preparation of Code Histories.)

(In the case of all approved codes and also in the case of some codes not carried to final approval, there are in NRA files further materials on industries. Particularly worthy of mention are the Volumes I, II and III which constitute the material officially submitted to the President in support of the recommendation for approval of each code. These volumes

set forth the origination of the code, the sponsoring group, the evidence advanced to support the proposal, the report of the Division of Research and Planning on the industry, the recommendations of the various Advisory Boards, certain types of official correspondence, the transcript of the formal hearing, and other pertinent matter. There is also much official information relating to amendments, interpretations, exemptions, and other rulings. The materials mentioned in this paragraph were of course not a part of the work of the Division of Review.)

THE WORK MATERIALS SERIES

In the work of the Division of Review a considerable number of studies and compilations of data (other than those noted below in the Evidence Studies Series and the Statistical Material Series) have been made. These are listed below, grouped according to the character of the material. (In Work Materials No. 17, Tentative Outlines and Summaries of Studies in Process, these materials are fully described).

Industry Studies

Automobile Industry, An Economic Survey of
Bituminous Coal Industry under Free Competition and Code Regulation, Economic Survey of
Electrical Manufacturing Industry, The
Fertilizer Industry, The
Fishery Industry and the Fishery Codes
Fishermen and Fishing Craft, Earnings of
Foreign Trade under the National Industrial Recovery Act
  Part A - Competitive Position of the United States in International Trade 1927-29 through 1934.
  Part B - Section 3 (e) of NIRA and its administration.
  Part C - Imports and Importing under NRA Codes.
  Part D - Exports and Exporting under NRA Codes.
Forest Products Industries, Foreign Trade Study of the
Iron and Steel Industry, The
Knitting Industries, The
Leather and Shoe Industries, The
Lumber and Timber Products Industry, Economic Problems of the
Men's Clothing Industry, The
Millinery Industry, The
Motion Picture Industry, The
Migration of Industry, The: The Shift of Twenty-Five Needle Trades From New York State, 1926 to 1934
National Labor Income by Months, 1929-35
Paper Industry, The
Production, Prices, Employment and Payrolls in Industry, Agriculture and Railway Transportation, January 1923, to date
Retail Trades Study, The
Rubber Industry Study, The
Textile Industry in the United Kingdom, France, Germany, Italy, and Japan
Textile Yarns and Fabrics
Tobacco Industry, The
Wholesale Trades Study, The
Women's Neckwear and Scarf Industry, Financial and Labor Data on

Women's Apparel Industry, Some Aspects of the

Trade Practice Studies

Commodities, Information Concerning: A Study of NRA and Related Experiences in Control
Distribution, Manufacturers' Control of: Trade Practice Provisions in Selected NRA Codes
Distributive Relations in the Asbestos Industry
Design Piracy: The Problem and Its Treatment Under NRA Codes
Electrical Mfg. Industry: Price Filing Study
Fertilizer Industry: Price Filing Study
Geographical Price Relations Under Codes of Fair Competition, Control of
Minimum Price Regulation Under Codes of Fair Competition
Multiple Basing Point System in the Lime Industry: Operation of the
Price Control in the Coffee Industry
Price Filing Under NRA Codes
Production Control in the Ice Industry
Production Control, Case Studies in
Resale Price Maintenance Legislation in the United States
Retail Price Cutting, Restriction of, with special Emphasis on The Drug Industry.
Trade Practice Rules of The Federal Trade Commission (1914-1936): A classification for comparison with Trade Practice Provisions of NRA Codes.

Labor Studies

Cap and Cloth Hat Industry, Commission Report on Wage Differentials in
Earnings in Selected Manufacturing Industries, by States, 1933-35
Employment, Payrolls, Hours, and Wages in 115 Selected Code Industries 1933-35
Fur Manufacturing, Commission Report on Wages and Hours in
Hours and Wages in American Industry
Labor Program Under the National Industrial Recovery Act, The
Part A. Introduction
Part B. Control of Hours and Reemployment
Part C. Control of Wages
Part D. Control of Other Conditions of Employment
Part E. Section 7(a) of the Recovery Act
Materials in the Field of Industrial Relations
PRA Census of Employment, June, October, 1933
Puerto Rico Needlework, Homeworkers Survey

Administrative Studies

Administrative and Legal Aspects of Stays, Exemptions and Exceptions, Code Amendments, Conditional Orders of Approval
Administrative Interpretations of NRA Codes
Administrative Law and Procedure under the NIRA
Agreements Under Sections 4(a) and 7(b) of the NIRA
Approve Codes in Industry Groups, Classification of
Basic Code, the -- (Administrative Order X-61)
Code Authorities and Their Part in the Administration of the NIRA
Part A. Introduction
Part B. Nature, Composition and Organization of Code Authorities

Part C. Activities of the Code Authorities
Part D. Code Authority Finances
Part E. Summary and Evaluation
Code Compliance Activities of the NRA
Code Making Program of the NRA in the Territories, The
Code Provisions and Related Subjects, Policy Statements Concerning
Content of NIRA Administrative Legislation
Part A. Executive and Administrative Orders
Part B. Labor Provisions in the Codes
Part C. Trade Practice Provisions in the Codes
Part D. Administrative Provisions in the Codes
Part E. Agreements under Sections 4(a) and 7(b)
Part F. A Type Case: The Cotton Textile Code
Labels Under NRA, A Study of
Model Code and Model Provisions for Codes, Development of
National Recovery Administration, The: A Review of its Organization and Activities
NRA Insignia
President's Reemployment Agreement, The
President's Reemployment Agreement, Substitutions in Connection with the
Prison Labor Problem under NRA and the Prison Compact, The
Problems of Administration in the Overlapping of Code Definitions of Industries and Trades, Multiple Code Coverage, Classifying Individual Members of Industries and Trades
Relationship of NRA to Government Contracts and Contracts Involving the Use of Government Funds
Relationship of NRA with States and Municipalities
Sheltered Workshops Under NRA
Uncodified Industries: A Study of Factors Limiting the Code Making Program

Legal Studies

Anti-Trust Laws and Unfair Competition
Collective Bargaining Agreements, the Right of Individual Employees to Enforce
Commerce Clause, Federal Regulation of the Employer-Employee Relationship Under the
Delegation of Power, Certain Phases of the Principle of, with Reference to Federal Industrial Regulatory Legislation
Enforcement, Extra-Judicial Methods of
Federal Regulation through the Joint Employment of the Power of Taxation and the Spending Power
Government Contract Provisions as a Means of Establishing Proper Economic Standards, Legal Memorandum on Possibility of
Industrial Relations in Australia, Regulation of
Intrastate Activities Which so Affect Interstate Commerce as to Bring them Under the Commerce Clause, Cases on
Legislative Possibilities of the State Constitutions
Post Office and Post Road Power -- Can it be Used as a Means of Federal Industrial Regulation?
State Recovery Legislation in Aid of Federal Recovery Legislation History and Analysis
Tariff Rates to Secure Proper Standards of Wages and Hours, the Possibility of Variation in
Trade Practices and the Anti-Trust Laws
Treaty Making Power of the United States
War Power, Can it be Used as a Means of Federal Regulation of Child Labor?

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THE EVIDENCE STUDIES SERIES

The Evidence Studies were originally undertaken to gather material for pending court cases. After the Schechter decision the project was continued in order to assemble data for use in connection with the studies of the Division of Review. The data are particularly concerned with the nature, size and operations of the industry; and with the relation of the industry to interstate commerce. The industries covered by the Evidence Studies account for more than one-half of the total number of workers under codes. The list of those studies follows:

Automobile Manufacturing Industry
Automotive Parts and Equipment Industry
Baking Industry
Boot and Shoe Manufacturing Industry
Bottled Soft Drink Industry
Builders' Supplies Industry
Canning Industry
Chemical Manufacturing Industry
Cigar Manufacturing Industry
Coat and Suit Industry
Construction Industry
Cotton Garment Industry
Dress Manufacturing Industry
Electrical Contracting Industry
Electrical Manufacturing Industry
Fabricated Metal Products Mfg. and Metal Finishing and Metal Coating Industry
Fishery Industry
Furniture Manufacturing Industry
General Contractors Industry
Graphic Arts Industry
Gray Iron Foundry Industry
Hosiery Industry
Infant's and Children's Wear Industry
Iron and Steel Industry
Leather Industry
Lumber and Timber Products Industry
Mason Contractors Industry
Men's Clothing Industry
Motion Picture Industry
Motor Vehicle Retailing Trade
Needlework Industry of Puerto Rico
Painting and Paperhanging Industry
Photo Engraving Industry
Plumbing Contracting Industry
Retail Lumber Industry
Retail Trade Industry
Retail Tire and Battery Trade Industry
Rubber Manufacturing Industry
Rubber Tire Manufacturing Industry
Shipbuilding Industry
Silk Textile Industry
Structural Clay Products Industry
Throwing Industry
Trucking Industry
Waste Materials Industry
Wholesale and Retail Food Industry
Wholesale Fresh Fruit and Vegetable Industry
Wool Textile Industry

THE STATISTICAL MATERIALS SERIES

This series is supplementary to the Evidence Studies Series. The reports include data on establishments, firms, employment, Payrolls, wages, hours, production capacities, shipments, sales, consumption, stocks, prices, material costs, failures, exports and imports. They also include notes on the principal qualifications that should be observed in using the data, the technical methods employed, and the applicability of the material to the study of the industries concerned. The following numbers appear in the series:
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Asphalt Shingle and Roofing Industry
Business Furniture
Candy Manufacturing Industry
Carpet and Rug Industry
Cement Industry
Cleaning and Dyeing Trade
Coffee Industry
Copper and Brass Mill Products Industry
Cotton Textile Industry
Electrical Manufacturing Industry
Fertilizer Industry
Funeral Supply Industry
Glass Container Industry
Ice Manufacturing Industry
Knitted Outerwear Industry
Paint, Varnish, and Lacquer, Mfg. Industry
Plumbing Fixtures Industry
Rayon and Synthetic Yarn Producing Industry
Salt Producing Industry

THE COVERAGE

The original, and approved, plan of the Division of Review contemplated resources sufficient (a) to prepare some 1200 histories of codes and NRA units or agencies, (b) to consolidate and index the NRA files containing some 40,000,000 pieces, (c) to engage in extensive field work, (d) to secure much aid from established statistical agencies of government, (e) to assemble a considerable number of experts in various fields, (f) to conduct approximately 25% more studies than are listed above, and (g) to prepare a comprehensive summary report.

Because of reductions made in personnel and in use of outside experts, limitation of access to field work and research agencies, and lack of jurisdiction over files, the projected plan was necessarily curtailed. The most serious curtailments were the omission of the comprehensive summary report; the dropping of certain studies and the reduction in the coverage of other studies; and the abandonment of the consolidation and indexing of the files. Fortunately, there is reason to hope that the files may yet be cared for under other auspices.

Notwithstanding these limitations, if the files are ultimately consolidated and indexed the exploration of the NRA materials will have been sufficient to make them accessible and highly useful. They constitute the largest and richest single body of information concerning the problems and operations of industry ever assembled in any nation.

L. C. Marshall,
Director, Division of Review.

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